

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 17 2020
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
19868 27-2099	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mark J Carter & Beth N Carter Family Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Keith A Williams
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 374 E. 900 N Spanish Fork UT 84660
Mailing address City State ZIP
- cell- 801-377-5610 / 801-798-2280 alanwilliams99@hotmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: June 16th 2020

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable: _____ Date: 7/27/2020
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 8/27/20 Receipt No. E0410224 Receipt Amt. \$25. -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 8/25/2022

Instrument # 206083

CARIBOU COUNTY, IDAHO
12-03-2020 14:54:32 No. of Pages: 3
Recorded for: TITLE FINANCIAL SPECIALTY SERVICES
Denise Horsley Fee: \$15.00
Ex-Officio Recorder Deputy Linda Young
Index to: SPECIAL WARRANTY DEED

AFTER RECORDING MAIL TO:

Keith Alan Williams
374 E 900 N
Spanish Fork, UT 84660

SPECIAL WARRANTY DEED

File No.: **106461IDA (ch)**

Date: **December 03, 2020**

For Value Received, **TFES 765, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Keith Alan Williams**
whose current address is **374 E 900 N, Spanish Fork, UT 84660**

hereinafter called the Grantee, the following described premises, situated in **Caribou County, Idaho**, to-wit:

Township 7 South, Range 43 East of the Boise Meridian, Caribou County, Idaho:

Section 16: All.

Section 20: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW¹/₄ of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit:

**Beginning at a point on the South line of said Section 20, which point bears East a distance of 822.12 feet from the Southwest corner of said Section;
Thence along the arc of a spiral curve to the right, whose total central angle is 44°47'30" and degree of curvature is 3°20' a distance of 397.67 feet to the point of tangency of the spiral curve;
Thence North 37°44'30" West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;
Thence along the arc of the spiral curve to the left, whose total central angle is 50°00' and degree of curvatures is 8°00' a distance of 295.57 feet to a point in the West line of said Section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20.**

Section 21: All.

EXCEPT THEREFROM, a strip of land 100 feet wide in the SE¼ of Section 21, the following described center line and said center line extended to-wit:

Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left; Thence Southwesterly along the spiraled curve to the left whose total central angle is 17°50' and whose degree of curvature is 5°00' a distance of 265.18 feet to the point of tangency of the spiral curve;

Thence South 74°52' West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South 89°45' West a distance of 546.50 feet from the Southeast corner of said Section.

SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, COVENANTS, RESTRICTIONS, RESERVATIONS, APPLICABLE BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND RESTRICTIONS OF RECORD, AND PAYMENT OF ACCRUING PRESENT YEAR TAXES AND ASSESSMENTS AS AGREED TO BY PARTIES ABOVE.

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Date: 12/03/2020

Warranty Deed
- continued

File No.: 106461IDA ()

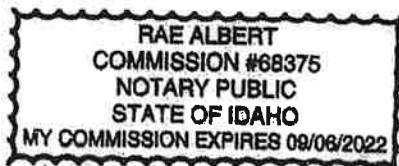
Dated: December 03, 2020

TFES 765, LLC


Title Financial Exchange Services, Inc., Member
By: Caren Hawkes
It's: 1031 Exchange Coordinator

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On this Third day of December, 2020, before me, a Notary Public in and for said State, personally appeared Caren Hawkes, known or identified to me to be the 1031 Exchange Coordinator of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 765, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.




Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
241 S Main Street Suite 1
Soda Springs, ID 83276

Instrument # 204884

CARIBOU COUNTY, IDAHO

06-12-2020 15:25:41 No. of Pages: 4

Recorded for: FIRST AMERICAN TITLE CO, INC - SODA SPRINGS

Denise Horsley Fee: \$15.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Denise Horsley

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **903040SOD (ch)**

Date: **May 29, 2020**

For Value Received, **Elizabeth Smith and Richard Carter, Successor Trustees of the Mark J. Carter and Beth N. Carter Revocable Trust dtd, 3/10/2000; and Elizabeth Smith and Richard Carter, Successor Trustees of the Mark J. and Beth N. Carter Family Trust dtd 3/10/2000,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TFES 765, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **P.O. Box 339, Blackfoot, ID 83221**, the following described premises, situated in **Caribou County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

2020-06-12

2020-06-12

Date: 05/29/2020

Warranty Deed
- continued

File No.: 903040SOD (ch)

Mark J Carter and Beth N Carter Revocable
Trust

Elizabeth Smith
Elizabeth Smith, Successor Trustee

Richard Carter, Successor Trustee

Mark J and Beth N Carter Family Trust

Elizabeth Smith
Elizabeth Smith, Successor Trustee

Richard Carter, Successor Trustee

STATE OF Idaho)
COUNTY OF Caribou)
SS.

On this 5th day of June, 2020, before me, a Notary Public in and for said State, personally appeared **Elizabeth Smith**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as successor trustee of the **Mark J. Carter and Beth N. Carter Revocable Trust and the Mark J. and Beth N. Carter Family Trust**, and acknowledged to me that she executed the same as such successor trustee.



Carla Hale
Notary Public of Idaho
Residing at: Soda Springs, Idaho
Commission Expires: 12/12/2020

STATE OF _____)
COUNTY OF _____)
SS.

On this _____ day of June, 2020, before me, a Notary Public in and for said State, personally appeared **Richard Carter**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as successor trustee of the **Mark J. Carter and Beth N. Carter Revocable Trust and the Mark J. and Beth N. Carter Family Trust**, and acknowledged to me that he executed the same as such successor trustee.

Notary Public of _____
Residing at: _____
Commission Expires: _____

Date: 05/29/2020

Warranty Deed
- continued

File No.: 903040500 (ch)

Mark J Carter and Beth N Carter Revocable
Trust

Mark J and Beth N Carter Family Trust

Elizabeth Smith, Successor Trustee

Elizabeth Smith, Successor Trustee

Richard Carter
Richard Carter, Successor Trustee

Richard Carter
Richard Carter, Successor Trustee

STATE OF Idaho)
SS.
COUNTY OF Caribou)

On this ____ day of June, 2020, before me, a Notary Public in and for said State, personally appeared Elizabeth Smith, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as successor trustee of the Mark J. Carter and Beth N. Carter Revocable Trust and the Mark J. and Beth N. Carter Family Trust, and acknowledged to me that she executed the same as such successor trustee.

Notary Public of Idaho
Residing at: Soda Springs, Idaho
Commission Expires: _____

STATE OF Wyoming)
SS.
COUNTY OF Washakie)

On this 5 day of June, 2020, before me, a Notary Public in and for said State, personally appeared Richard Carter, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as successor trustees of the Mark J. Carter and Beth N. Carter Revocable Trust and the Mark J. and Beth N. Carter Family Trust, and acknowledged to me that he executed the same as such successor trustee.

Rachel Casteel

Notary Public of Wyoming
Residing at: Ten Sleep
Commission Expires: 11-3-2021

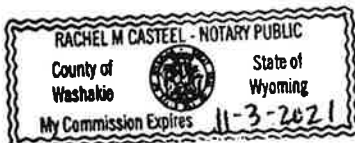


EXHIBIT A

Township 7 South, Range 43 East of the Boise Meridian, Caribou County, Idaho:

Section 16: All.

Section 20: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW $\frac{1}{4}$ of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit:

Beginning at a point on the South line of said Section 20, which point bears East a distance of 822.12 feet from the Southwest corner of said Section;

Thence along the arc of a spiral curve to the right, whose total central angle is 44°47'30" and degree of curvature is 3°20' a distance of 397.67 feet to the point of tangency of the spiral curve;

Thence North 37°44'30" West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;

Thence along the arc of the spiral curve to the left, whose total central angle is 50°00' and degree of curvatures is 8°00' a distance of 295.57 feet to a point in the West line of said Section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20.

Section 21: All.

EXCEPT THEREFROM, a strip of land 100 feet wide in the SE $\frac{1}{4}$ of Section 21, the following described center line and said center line extended to-wit:

Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left;

Thence Southwesterly along the spiraled curve to the left whose total central angle is 17°50' and whose degree of curvature is 5°00' a distance of 265.18 feet to the point of tangency of the spiral curve;

Thence South 74°52' West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South 89°45' West a distance of 546.50 feet from the Southeast corner of said Section.

Instrument # 178335

CARIBOU COUNTY

2007-06-01

02:21:47 No. of Pages: 2

Recorded for : BETH N CARTER, TRUSTEE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Index to: SPECIAL WARRANTY DEED

Fee 6.00

After recording, please return to:
Fred D. Essig, Esq.
Dixon & Essig, P.C.
2240 North 1600 East
North Logan, Utah 84341

Mail tax notice to:
Beth N. Carter, Trustee
500 N 230 E
Smithfield, UT 84335

SPECIAL WARRANTY DEED

For value received, Beth N. Carter as Trustee of the Mark J. Carter and Beth N. Carter Living Trust dtd. 3/10/00, grantor, of Smithfield, Utah, does hereby grant, bargain, and convey a 50% undivided interest to Beth N. Carter as Trustee of the Mark J. Carter and Beth N. Carter Revocable Trust dtd. 3/10/2000, and a 50% undivided interest to Beth N. Carter as Trustee of the Mark J. Carter and Beth N. Carter Family Trust dtd. 3/10/2000, grantees, whose current address is 500 N 230 E, Smithfield, Utah 84335, the following described premises in Caribou County, Idaho, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Together with all improvements, appurtenances and water rights thereunto belonging.

TO HOLD the said premises, with their appurtenances unto the said grantees, their beneficiaries, heirs and assigns forever. Grantor covenants and warrants the premises to be free only of encumbrances suffered or created by grantor, and subject to existing servitudes, exceptions, provisions and reservations, and specifically excepts all taxes, assessments, charges and any lien or encumbrances revived or placed on said premises by, through, under, or assumed by grantees.

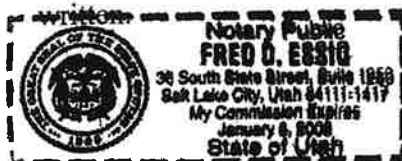
WITNESS the hand of said grantor this 14 day of May, 2007.

Beth N. Carter
BETH N. CARTER as Trustee of the Mark J. Carter
and Beth N. Carter Living Trust dtd. 3/10/00

State of Utah)

County of Cache)

On this 14th day of May, 2007, before me Fred D. Essig, personally appeared BETH N. CARTER as Trustee of the Mark J. Carter and Beth N. Carter Living Trust dtd. 3/10/00, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above



Fred D. Essig
Notary Public

SCANNED

Aug 21 2007

EXHIBIT "A"

Township 7 South, Range 43 East of the Boise Meridian:

Section 16: All.

Section 20: All.

Section 21: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW1/4 of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit: Beginning at a point on the South line of said Section 20, which point bears East a distance of 322.12 feet from the Southwest corner of said section;

thence along the arc of a spiral curve to the right, whose total central angle is $44^{\circ}47'30''$ and degree of curvature is $3^{\circ}20'$ a distance of 397.67 feet to the point of tangency of the spiral curve;

thence North $37^{\circ}44'30''$ West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;

thence along the arc of the spiral curve to the left, whose total central angle is $50^{\circ}00'$ and degree of curvature is $8^{\circ}00'$ a distance of 295.57 feet to a point in the West line of said section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20;

Also, a strip of land 100 feet wide in the SE1/4 of Section 21, the following described center line and said center line extended to-wit: Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left;

thence Southwesterly along the spiralled curve to the left whose total central angle is $17^{\circ}50'$ and whose degree of curvature is $5^{\circ}00'$ a distance of 265.18 feet to the point of tangency of the spiral curve;

thence South $74^{\circ}52'$ West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South $89^{\circ}45'$ West a distance of 546.50 feet from the Southeast corner of said section.

Township 8 South, Range 43 East of the Boise Meridian:

Section 5: W1/2SW1/4.

Section 6: SE1/4.

Section 7: NE1/4, E1/2SE1/4.

Section 8: SW1/4.

After recording, please return to:
Fred D. Essig, Esq.
Dixon & Essig, P.C.
2240 North 1600 East
North Logan, Utah 84341

Mail tax notice to:
Mark J. Carter and Beth N. Carter, Trustees
500 N 230 E
Smithfield, UT 84335

STATE OF IDAHO } ss 161157
County of Caribou }

I hereby certify that this instrument was filed at the request
of Fred D. Essig, Esq.
at 11:10 o'clock A m this 6 day of
April, 2000 in my office and duly
recorded official Records
Recorder Edie Izatt
Denise Forsley
Signature Deputy 6⁰⁰

SPECIAL WARRANTY DEED

For value received, MARK J. CARTER and BETH N. CARTER, husband and wife, grantors, of Smithfield, Utah, do hereby grant, bargain, and convey unto Mark J. Carter and Beth N. Carter as Trustees of the Mark J. Carter and Beth N. Carter Living Trust dtd. 3/10/00, grantee, whose current address is 500 N 230 E, Smithfield, Utah 84335, the following described premises in Caribou County, Idaho, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Together with all improvements, appurtenances and water rights thereunto belonging.

TO HOLD the said premises, with their appurtenances unto the said grantee, its beneficiaries, heirs and assigns forever. Grantors covenant and warrant the premises to be free only of encumbrances suffered or created by grantors, and subject to existing servitudes, exceptions, provisions and reservations, and specifically excepts all taxes, assessments, charges and any lien or encumbrances revived or placed on said premises by, through, under, or assumed by grantee.

WITNESS the hand of said grantors this 10th day of March, 2000.

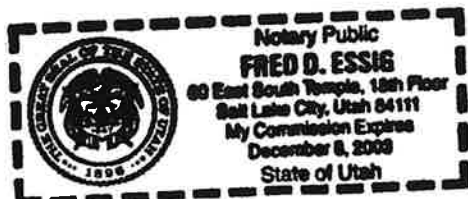
Mark J. Carter
MARK J. CARTER

Beth N. Carter
BETH N. CARTER

State of Utah)

County of Cache)

On this 10th day of March, 2000, before me Fred D. Essig, personally appeared MARK J. CARTER and BETH N. CARTER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Fred D. Essig
Notary Public

EXHIBIT "A"

Township 7 South, Range 43 East of the Boise Meridian:

Section 16: All.
Section 20: All.
Section 21: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW1/4 of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit: Beginning at a point on the South line of said Section 20, which point bears East a distance of 322.12 feet from the Southwest corner of said section;

thence along the arc of a spiral curve to the right, whose total central angle is $44^{\circ}47'30''$ and degree of curvature is $3^{\circ}20'$ a distance of 397.67 feet to the point of tangency of the spiral curve;

thence North $37^{\circ}44'30''$ West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;

thence along the arc of the spiral curve to the left, whose total central angle is $50^{\circ}00'$ and degree of curvature is $3^{\circ}00'$ a distance of 295.57 feet to a point in the West line of said section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20;

Also, a strip of land 100 feet wide in the SE1/4 of Section 21, the following described center line and said center line extended to-wit: Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left;

thence Southwesterly along the spiralled curve to the left whose total central angle is $17^{\circ}50'$ and whose degree of curvature is $5^{\circ}00'$ a distance of 265.18 feet to the point of tangency of the spiral curve;

thence South $74^{\circ}52'$ West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South $89^{\circ}45'$ West a distance of 546.50 feet from the Southeast corner of said section.

Township 8 South, Range 43 East of the Boise Meridian:

Section 5: W1/2SW1/4.
Section 6: SE1/4.
Section 7: NE1/4, E1/2SE1/4.
Section 8: SW1/4.

STATE OF IDAHO) SS 108993
County of Caribou)I Herby certify that this instrument was filed
at the request of Caribou Title Co
at 9:25 o'clock A M this 24 day of
June, 1981, in my office and duly
recorded in Microfilm Records
Etienne S. Johnson
34 Jane Peterson
Deputy

WARRANTY DEED

DONALD P. CAMPBELL and MARY LOU D. CAMPBELL, husband and wife, of Hyde Park, Cache County, Utah, Grantors, hereby CONVEY, GRANT and WARRANT in fee simple to MARK J. CARTER and BETH N. CARTER, of Ten Sleep, Wyoming, Grantees, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Caribou County, Idaho:

All of Section 20, Township 7 South, Range 43 East, Boise Meridian.

All of Section 16, Township 7 South, Range 43 East, Boise Meridian.

All of Section 21, Township 7 South, Range 43 East, Boise Meridian.

The West half of the Southwest quarter of Section 5, Township 8 South, Range 43 East, Boise Meridian.

The Southeast quarter of Section 6, Township ^{South} 8, Range 43 East, Boise Meridian.

The Northeast quarter, and East half of the Southeast quarter of Section 7, Township ^{South} 8, Range 43 East, Boise Meridian.

The Southwest quarter of Section 8, ^{Township 8 South,} Range 43 East, Boise Meridian.

Containing 2560 acres, more or less, together with all water and mineral rights appurtenant thereto, if any, and all improvements located thereon.

Subject to all standard title insurance exceptions, mineral reservations, easements and rights of way of record, real property taxes for 1981, the existing First Mortgage to the Federal Land Bank of Spokane, dated March 28, 1980, and recorded April 1, 1980, as Instrument No. 104371, in the office of the Caribou County Recorder, to secure a Mortgage Note in the original amount of \$375,000.

which obligations are expressly assumed by Grantees hereunder.

WITNESS the hand and seal of said Grantor this 15 day of June, 1981.

Kathy Robinson
Witness

Donald P. Campbell
Donald P. Campbell

Mary Lou D. Campbell
Mary Lou D. Campbell

STATE OF IDAHO)
County of Cassia) ss.

On the 15th day of June, 1981, personally appeared before me DONALD P. CAMPBELL and MARY LOU D. CAMPBELL, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Steven B. Mellish
NOTARY PUBLIC
Residing at: Logan, Utah
Commission Expires: 3/12/84

STATE OF IDAHO }
County of Caribou } SS 103986

I Hereby certify that this instrument was filed
at the request of Caribou Petroleum
at 12:50 o'clock P M, this 29 day of
Feb., 19 80 in my office and duly
recorded in Microfilm Records
Elaine S. Johnson
882 Standa Peterson
Ex-Officio Recorder Deputy

WARRANTY DEED

ELDON D. CORBRIDGE, LON W. CORBRIDGE, and ANNA LEE ORTON,
individually and as partners in and of CORBRIDGE BROTHERS,
and CORBRIDGE BROTHERS, a Co-Partnership, Grantors, hereby
CONVEY or GRANT and WARRANT to DONALD P. CAMPBELL and MARY
LOU D. CAMPBELL, husband and wife, Grantees of Hyde Park,
Cache County, Utah, for the sum of Ten Dollars (\$10.00)
and other good and valuable consideration, the following
described tracts of land in Caribou County, Idaho:

Parcel 1:
Township 8 South, Range 43 East of the Boise
Meridian:

Section 5: W1/2 SW1/4.
Section 6: SE1/4.
Section 7: NE1/4, E1/2 SE1/4.
Section 8: SW1/4.

Parcel 2:
All of Section 20, in Township 7 South,
Range 43 East of the Boise Meridian,
together with any and all water rights
appurtenant thereto.

Corbridge reserves to itself and its successors
that water and water right from the springs *with right of ingress and egress*
situated on Parcel 2, used to supply the home
and other buildings of Corbridge on property
not subject to this Agreement.

Parcel 3:
The North half (1/2) of Section 16,
Township 7 South, Range 43 East of the
Boise Meridian, containing 320 acres.

Parcel 4:
The South half (1/2) of Section 16,
Township 7 South, Range 43 East of the
Boise Meridian, containing 320 acres.

Parcel 5:
The North half (1/2) of Section 21,
Township 7 South, Range 43 East of the
Boise Meridian, containing 320 acres.

Parcel 6:
The South half (1/2) of Section 21,
Township 7 South, Range 43 East of the
Boise Meridian, containing 320 acres.

SUBJECT TO EASEMENTS OF RECORD.

Together with all water and water rights
appurtenant to or used in connection with all
of the above described real property, except
as specifically reserved from Parcel 2.

Grantors reserve ninety percent (90%) of all oil,
gas and mineral rights in the above described
property. The terms oil, gas and mineral rights
shall include all oil, gas and mineral rights, the
right and title to which have not been previously

reserved by prior owners of said property, including the United States of America and the State of Idaho, or which have not been previously conveyed by the Grantors and/or their predecessors in interest. The terms oil, gas and mineral rights shall expressly include all presently outstanding leases for oil, gas and/or minerals on said property, and the rents and royalties on any and all of said leases for the year 1980 and thereafter shall be paid ninety percent (90%) to the Grantors and ten percent (10%) to the Grantees receiving the property. The party receiving such rents and royalties agrees, immediately upon receipt of the same, to pay to the other party the sums to which such other party is entitled under the terms of this Warranty Deed.

WITNESS the hands of said Grantors this 5th day of November, 1979.

Donald Lee Corbridge
Witness

Eldon D. Corbridge
Eldon D. Corbridge, individually
and as a Partner in and of
Corbridge Brothers

Donald Lee Corbridge
Witness

Lon W. Corbridge
Lon W. Corbridge, individually
and as a Partner in and of
Corbridge Brothers

Donald Lee Corbridge
Witness

Anna Lee Orton
Anna Lee Orton, individually and
as a Partner in and of Corbridge
Brothers

CORBRIDGE BROTHERS, a Co-
Partnership

By Eldon D. Corbridge
Eldon D. Corbridge, Partner

By Lon W. Corbridge
Lon W. Corbridge, Partner

By Anna Lee Orton
Anna Lee Orton, Partner

STATE OF IDAHO)
 : ss.
County of Oneida)

On the 5th day of November, 1979, personally appeared before me ELDON D. CORBRIDGE, LON W. CORBRIDGE and ANN LEE-ORTON, individually and as Partners in and of Corbridge Brothers, a Co-Partnership, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Laura E. Crowther
NOTARY PUBLIC
Residing at: Malad, Idaho
Commission Expires: Life

STATE OF IDAHO)
 : ss.
County of Oneida)

On the 5th day of November, 1979, personally appeared before me ELDON D. CORBRIDGE, LON W. CORBRIDGE and ANN LEE-ORTON, who, being by me duly sworn, did acknowledge that they are two of the partners in CORBRIDGE BROTHERS, a Co-Partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

Laura E. Crowther
NOTARY PUBLIC
Residing at: Malad, Idaho
Commission Expires: Life

STATE OF UTAH)
 : ss.
County of Cache)

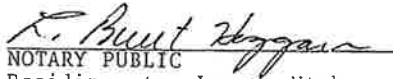
On the 6th day of November, 1979, personally appeared before me ANNA LEE ORTON, individually and as a Partner in and of Corbridge Brothers, a Co-Partnership, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Laura E. Crowther
NOTARY PUBLIC
Residing at Logan, Utah
Commission Expires: 6/15/83

STATE OF UTAH)
 : ss.
County of Cache)

On the 6th day of November, 1979, personally appeared before me ANNA LEE ORTON, who, being by me duly sworn, did acknowledge that she is one of the partners in CORBRIDGE

BROTHERS, a Co-Partnership, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same.


NOTARY PUBLIC
Residing at: Logan, Utah
Commission Expires: 6/15/83

TFES

TITLE
FINANCIAL
EXCHANGE
SERVICES

580 Jensen Grove Drive / P O Box 339
(208)785-2515 (208)785-2575

December 31, 2020

Keith A. Williams
374 E 900 N
Spanish Fork, UT 84660

RE: Exchange No. 106461ID

Dear Ketih:

We would like to thank you for the opportunity to serve as your Qualified Intermediary. Enclosed please find the Final Exchange Closing Statement. Said Statement represents a summary of the transactions occurring throughout your exchange. Please review the figures carefully and contact our office immediately should you have any questions.

On December 9, 2020, the sum of \$84007.28 was wired to your account. These funds represent earned interest and excess exchange proceeds. A 1099 Interest Statement will be prepared for you no later than January 31, 2021. Please keep this statement as you will need to file it with your income taxes.

Also enclosed please find the recorded deeds for the replacement property in both Caribou County, Idaho and Utah County Utah. Said deeds are from TFES 765, LLC to you. I have attached the original title report for the Caribou County property and the other policy should come to you directly from the title company in Utah.

In addition, we have also enclosed a customer satisfaction survey and prepaid return envelope. Please take a moment to complete this survey as your input is essential in helping our company improve our services.

Thank you for choosing Title Financial Exchange Services, Inc. as your 1031 Accommodator. If you should have any questions, or need additional documentation, please feel free to contact our office. It has been a pleasure working with you.

Sincerely,



Shauna Romrell
President

sr/enclosures

Final Exchange Settlement Statement

Accommodator:

Title Financial Exchange Services

Exchanger:

Keith A. Williams
374 E 900 N
Spanish Fork, UT 84660

Exchange Number: 1064611D

45th Day: 7/26/2020

180th Day: 12/8/2020

Identification Received: 7/24/2020

		DEBIT	CREDIT
Relinquished Property I:	Parcel No. 27-012-005 & 27-012-0016, Utah County, Utah		
Date Closed:	6/11/2020		
Contract Sales Price:			\$3,176,775.00
Property Taxes 1/1/20 - 6/11/20		\$30.96	
Property Taxes 1/1/20 - 6/11/20		\$32.11	
Strawberry Water Assessment			\$296.42
Owner's Policy		\$6,992.00	
Withdrawal- Farmland		\$20.00	
Escrow Fee		\$300.00	
Payoff of Rollback Taxes		\$30,072.23	
Exchange Fee - TFES		\$800.00	
1031 Funds to TFES		\$3,138,824.12	
Total:		\$3,177,071.42	\$3,177,071.42

Replacement Property I:	Vacant Land, Soda Springs, ID 83276		
Date Closed:	6/2/2020		
Contract Sales Price:		\$2,550,000.00	
Deposit			\$50,000.00
Endorsement - 107.9 Additional Insured		\$35.00	
Closing Fee		\$750.00	
Courier & Handling		\$21.00	
E-Doc Fee		\$4.50	
Recording Fee - Deed		\$15.00	
Refund Earnest Money		\$50,000.00	
Exchange & LLC Set Up Fee		\$3,020.00	
1031 Funds from TFES			\$2,553,845.50
Total:		\$2,603,845.50	\$2,603,845.50

Replacement Property II:	490 N 3300 W, Delta, UT 84624		
Date Closed:	7/23/2020		
Contract Sales Price:		\$266,000.00	
Deposit			\$25,000.00
1031 Proceeds			\$266,410.84
County Taxes 1/1/20 - 7/23/20			\$143.16
E-Recording		\$10.00	
Escrow Fee		\$210.00	
Doc Prep		\$25.00	
Wire Fee		\$20.00	
Alternate Prepaid Owner's Policy		\$139.00	
Record - Deed		\$40.00	
Recordin Deed - Future		\$40.00	
Certificate of Re-issue Delta Canal Co		\$25.00	
Certificate of Re-issue Deseret Irrigation Co		\$25.00	
Riemb Earnest Money		\$25,000.00	
Wire Fee - TFES		\$20.00	
Total:		\$291,554.00	\$291,554.00

Replacement Property I:	A portion of Lot 1, Plat A, Davis Acres Amende subdivision, Utah County, UT - As defined by Map		
Date Closed:	8/5/2020		
Contract Sales Price:		\$150,000.00	
1031 Funds from TFES			\$150,000.00
Total:		\$150,000.00	\$150,000.00

Funds Received from Relinquished Property I			\$3,138,824.12
Funds Applied to Replacement Property I, II & III & Improvements to I & II		\$3,055,103.85	
Earned Intrest			\$287.01
Excess Exchange Proceeds & Paid Interest - Wired 12/9/2020		\$84,007.28	
Total:		\$3,139,111.13	\$3,139,111.13

In preparing this accounting, Intermediary is relying solely upon information and settlements supplied by third party escrow or title companies or financial institutions. As per the Exchange Agreement dated 6/3/2020 Exchanger hereby releases Intermediary from any liability whatsoever in connection with such reliance.

1031 Exchange Trust Account Ledger

Tax Payer:

Keith A. Williams
374 E 900 N
Spanish Fork, UT 84660

File # 106461ID

Date	Received From or Paid to	Check #	Received	Disbursed	Balance
6/12/2020	RLQ 1 Proceeds Backman Title	Wire	\$3,138,824.12		
6/12/2020	REP 1 Funding First American Title	Wire		\$2,553,845.50	
6/16/2020	REP 1 Improvement Draw -Hess Lumber	845		\$3,632.92	
7/23/2020	REP 2 Funding First American Title Insurance	Wire		\$266,410.84	
8/5/2020	REP 3 Lease Purchase Funding	Wire		\$150,000.00	
8/17/2020	REP 1 Improvement Draw - Mountain Country Equipment	943		\$15,446.28	
11/9/2020	REP 1 Improvement Draw - Courtesy Ace Hardware	1095		\$1,470.06	
11/9/2020	REP 1 Improvement Draw - Mountain Country Equipment	1094		\$2,925.42	
11/9/2020	REP 1 Improvement Draw - Mountain Country Equipment	1093		\$806.24	
11/9/2020	REP 2 Improvement Draw - SkidMarks LLC	1096		\$6,720.00	
11/9/2020	REP 2 Improvement Draw - Hefty	1092		\$46,409.60	
12/3/2020	REP 1 Improvement Draw - Hess Lumber	1163		\$5,017.13	
12/3/2020	REP 1 Improvement Draw - Mountain Country Equipment	1164		\$22.60	
12/3/2020	REP 1 Improvement Draw - Mountain Country Equipment	1165		\$2,397.26	
12/9/2020	Earned Interest	Wire	\$287.01		
12/9/2020	Earned Interest and Excess Funds To Keith A. Williams	Wire		\$84,007.28	
Totals			\$3,139,111.13	\$3,139,111.13	\$0.00

Instrument # 206083

CARIBOU COUNTY, IDAHO
12-03-2020 14:54:32 No. of Pages: 3
Recorded for: TITLE FINANCIAL SPECIALTY SERVICES
Denise Horsley Fee: \$15.00
Ex-Officio Recorder Deputy *Lidia Young*
Index to: SPECIAL WARRANTY DEED

AFTER RECORDING MAIL TO:

Keith Alan Williams
374 E 900 N
Spanish Fork, UT 84660

SPECIAL WARRANTY DEED

File No.: **106461IDA (ch)**

Date: **December 03, 2020**

For Value Received, **TFES 765, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Keith Alan Williams**

whose current address is **374 E 900 N, Spanish Fork, UT 84660**

hereinafter called the Grantee, the following described premises, situated in **Caribou County, Idaho**, to-wit:

Township 7 South, Range 43 East of the Boise Meridian, Caribou County, Idaho:

Section 16: All.

Section 20: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW $\frac{1}{4}$ of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit:

Beginning at a point on the South line of said Section 20, which point bears East a distance of 822.12 feet from the Southwest corner of said Section;

Thence along the arc of a spiral curve to the right, whose total central angle is 44°47'30" and degree of curvature is 3°20' a distance of 397.67 feet to the point of tangency of the spiral curve;

Thence North 37°44'30" West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;

Thence along the arc of the spiral curve to the left, whose total central angle is 50°00' and degree of curvatures is 8°00' a distance of 295.57 feet to a point in the West line of said Section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20.

Section 21: All.

EXCEPT THEREFROM, a strip of land 100 feet wide in the SE¼ of Section 21, the following described center line and said center line extended to-wit:

Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left; Thence Southwesterly along the spiraled curve to the left whose total central angle is 17°50' and whose degree of curvature is 5°00' a distance of 265.18 feet to the point of tangency of the spiral curve;

Thence South 74°52' West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South 89°45' West a distance of 546.50 feet from the Southeast corner of said Section.

SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, COVENANTS, RESTRICTIONS, RESERVATIONS, APPLICABLE BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND RESTRICTIONS OF RECORD, AND PAYMENT OF ACCRUING PRESENT YEAR TAXES AND ASSESSMENTS AS AGREED TO BY PARTIES ABOVE.

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Date: 12/03/2020

Warranty Deed
- continued

File No.: 1064611DA ()

Dated: December 03, 2020

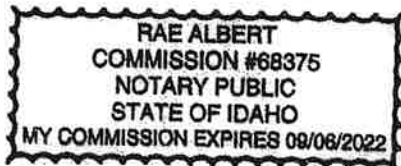
TFES 765, LLC



Title Financial Exchange Services, Inc., Member
By: Caren Hawkes
It's: 1031 Exchange Coordinator

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On this Third day of December, 2020, before me, a Notary Public in and for said State, personally appeared Caren Hawkes, known or identified to me to be the 1031 Exchange Coordinator of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 765, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.





Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: _____



AFTER RECORDING MAIL TO:

Keith Alan Williams
374 E 900 N
Spanish Fork, UT 84660

SPECIAL WARRANTY DEED

File No.: **106461IDA (ch)**

Date: **December 03, 2020**

For Value Received, **TFES 765, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Keith Alan Williams**

whose current address is **374 E 900 N, Spanish Fork, UT 84660**

hereinafter called the Grantee, the following described premises, situated in **Caribou County, Idaho**, to-wit:

Township 7 South, Range 43 East of the Boise Meridian, Caribou County, Idaho:

Section 16: All.

Section 20: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW¹/₄ of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit:

Beginning at a point on the South line of said Section 20, which point bears East a distance of 822.12 feet from the Southwest corner of said Section;

Thence along the arc of a spiral curve to the right, whose total central angle is 44°47'30" and degree of curvature is 3°20' a distance of 397.67 feet to the point of tangency of the spiral curve;

Thence North 37°44'30" West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;

Thence along the arc of the spiral curve to the left, whose total central angle is 50°00' and degree of curvatures is 8°00' a distance of 295.57 feet to a point in the West line of said Section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20.

Section 21: All.

EXCEPT THEREFROM, a strip of land 100 feet wide in the SE¼ of Section 21, the following described center line and said center line extended to-wit:

Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left; Thence Southwesterly along the spiraled curve to the left whose total central angle is 17°50' and whose degree of curvature is 5°00' a distance of 265.18 feet to the point of tangency of the spiral curve;

Thence South 74°52' West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South 89°45' West a distance of 546.50 feet from the Southeast corner of said Section.

SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, COVENANTS, RESTRICTIONS, RESERVATIONS, APPLICABLE BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND RESTRICTIONS OF RECORD, AND PAYMENT OF ACCRUING PRESENT YEAR TAXES AND ASSESSMENTS AS AGREED TO BY PARTIES ABOVE.

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Date: 12/03/2020

Warranty Deed
- continued

File No.: 106461IDA ()

Dated: December 03, 2020

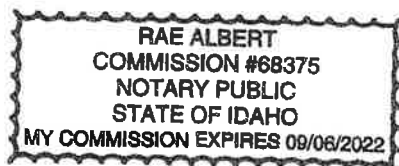
TFES 765, LLC



Title Financial Exchange Services, Inc., Member
By: Caren Hawkes
It's: 1031 Exchange Coordinator

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On this Third day of December, 2020, before me, a Notary Public in and for said State, personally appeared Caren Hawkes, known or identified to me to be the 1031 Exchange Coordinator of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 765, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.





Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: _____



OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OX 13245080**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal

bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

First American Title Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



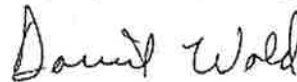
Authorized Signature

By



President

Attest



Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a

condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under

- this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the

- exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

**First American Title Company
241 S Main Street Suite 1
Soda Springs, ID 83276**

File No.: **903040SOD**
Address Reference: **Vacant Land Soda Springs, ID 83276**

Policy No.: **OX 13245080**

Amount of Insurance: **\$2,550,000.00**
Date of Policy: **June 12, 2020 at 3:25 P.M.**

Premium: **\$6,150.00**

1. Name of Insured:

TFES 765, LLC., an Idaho limited liability company and Keith Alan Williams, an unmarried man

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

TFES 765, LLC., an Idaho limited liability company

4. The Land referred to in this policy is described as follows:

Township 7 South, Range 43 East of the Boise Meridian, Caribou County, Idaho:

Section 16: All.

Section 20: All.

EXCEPT THEREFROM, a strip of land 160 feet wide situate in and extending across the SW¹/₄ of Section 20, being 80 feet in width, measured at right angles, and/or radially, on each side of the following described center line and said center line extended, to-wit:

**Beginning at a point on the South line of said Section 20, which point bears East a distance of 822.12 feet from the Southwest corner of said Section;
Thence along the arc of a spiral curve to the right, whose total central angle is 44°47'30" and degree of curvature is 3°20' a distance of 397.67 feet to the point of tangency of the spiral curve;
Thence North 37°44'30" West a distance of 611.11 feet to the point of spiral of a spiral curve to the left;
Thence along the arc of the spiral curve to the left, whose total central angle is 50°00' and degree of curvatures is 8°00' a distance of 295.57 feet to a point in the West line of said Section, which point bears North a distance of 1038.66 feet from the Southwest corner of said Section 20.**

Section 21: All.

EXCEPT THEREFROM, a strip of land 100 feet wide in the SE¹/₄ of Section 21, the

following described center line and said center line extended to-wit:

Beginning at a point in the East line of said Section 21 which point bears North 142.80 feet from the Southeast corner of said section and being in the arc of a spiral curve to the left;

Thence Southwesterly along the spiraled curve to the left whose total central angle is $17^{\circ}50'$ and whose degree of curvature is $5^{\circ}00'$ a distance of 265.18 feet to the point of tangency of the spiral curve;

Thence South $74^{\circ}52'$ West a distance of 298.48 feet to a point in the South line of said Section 21 which point bears South $89^{\circ}45'$ West a distance of 546.50 feet from the Southeast corner of said Section.

SCHEDULE B

Policy No.: OX 13245080

File No. 903040SOD

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2020 taxes are an accruing lien, not yet payable.
8. Reservations in United States Patent, recorded as Instrument No. 9319.
9. Exceptions and reservations contained in Deed from the State of Idaho, No. 103982, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code. Said instrument affects the N½ of Section 16, T. 7 S., R. 43 E., B.M.
10. Exceptions and reservations contained in Deed from the State of Idaho, No. 103983, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code. Said instrument affects the S½ of Section 21, T. 7 S., R. 43 E., B.M.
11. Exceptions and reservations contained in Deed from the State of Idaho, No. 103984, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code. Said instrument affects the N½ of Section 21, T. 7 S., R. 43 E., B.M.
12. Exceptions and reservations contained in Deed from the State of Idaho, No. 103985, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code. Said instrument affects the S½ of Section 16, T. 7 S., R. 43 E., B.M.
13. Lack of a right of access to and from said land. Access may be by way of a crossing permit and is subject to the terms and conditions of said permit.

14. Easement granted to Utah Power & Light Company, a corporation, recorded August 20, 1965, as Instrument No. 55104. Said instrument affects the SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20, T. 7 S., R. 43 E., B.M.
15. Easement granted to Utah Power & Light Company, a corporation, recorded August 20, 1965, as Instrument No. 55115. Said instrument affects the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 7 S., R. 43 E., B.M.
16. Easement granted to El Paso Natural Gas Products Company, recorded February 7, 1966, as Instrument No. 56552. Said instrument affects the E $\frac{1}{2}$ SE $\frac{1}{4}$ Se $\frac{1}{4}$ of Section 21, T. 7 S., R. 43 E., B.M.
17. Provisions in deed to Donald P. Campbell and Mary Lou D. Campbell, husband and wife, recorded February 28, 190, as Instrument No. 103986. Said instrument affects all of the above described land.
18. Easement granted to PacifiCorp, an Oregon Corporaiton d/b/a Rocky Mountain Power, recorded October 10, 2008, as Instrument No. 181776. Said instrument affects the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 7 S., R. 43 E., B.M.
19. Easement granted to Lower Valley Energy, a Cooperative Utility Corporation, recorded February 10, 2009, as Instrument No. 182487. Said instrument affects Sections 20 and 21, T. 7 S., R. 43 E., B.M.
20. Easement granted to the United States of America, recorded February 21, 2017, as Instrument No. 198648. Said instrument affects the SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, T.7 S., R. 43 E., B.M.

Quitclaim Deed from the United States of America to Lower Valley Energy, Instrument No 201532 and corrected by Instrument No. 201825.

21. Easement granted to the United States of America, recorded February 21, 2017, as Instrument No. 198649. Said instrument affects the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 7 S., R. 43 E., B.M.

Quitclaim Deed from the United States of America to Lower Valley Energy, Instrument No 201532 and corrected by Instrument No. 201825.



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

AFTER RECORDING MAIL TO:

Keith A Williams
374 E. 900 N.
Spanish Fork, UT 84660

Entry #: 00212244 B: 689 P: 088
12/07/2020 03:15 PM
Page: 1 of 2
FEE: \$40.00 BY: FIRST AMERICAN - DELTA
Connie Hansen, Millard County Recorder

SPECIAL WARRANTY DEED

File No.: **106461IDB (ch)**

Date: **December 03, 2020**

For Value Received, **TFES 765, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Keith A Williams**

whose current address is **374 E. 900 N., Spanish Fork, UT 84660**

hereinafter called the Grantee, the following described premises, situated in **Millard County, Utah**, to-wit:

NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 488 FEET, THENCE SOUTH 200 FEET, THENCE WEST 488 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION, THENCE NORTHERLY ALONG SAID SECTION LINE 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN: DO-4157

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY APPEARING OF RECORD AND GENERAL PROPERTY TAXES FOR THE YEAR 2020 AND THEREAFTER.

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Date: 12/03/2020

Warranty Deed
- continued

File No.: 106461IDB ()

Dated: December 03, 2020

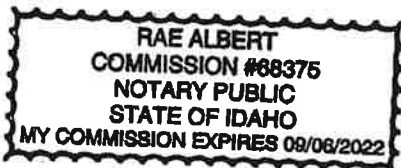
TFES 765, LLC



Title Financial Exchange Services, Inc., Member
By: Caren Hawkes
It's: 1031 Exchange Coordinator

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On this Third day of December, 2020, before me, a Notary Public in and for said State, personally appeared Caren Hawkes, known or identified to me to be the 1031 Exchange Coordinator of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 765, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.





Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: _____

Entry#: 00212244 B: 689 P: 089 Page 2 of 2 Millard County Recorder

CUSTOMER SATISFACTION SURVEY

TFES

TITLE
FINANCIAL
EXCHANGE
SERVICES

WE WANT TO KNOW HOW WE CAN BETTER SERVE YOU AS OUR CUSTOMER. PLEASE TAKE A FEW MINUTES TO COMPLETE THE OPTIONAL SURVEY BELOW AND RETURN IT TO OUR OFFICE IN THE ENCLOSED ENVELOPE.
WE GREATLY APPRECIATE YOUR INPUT!

1 - STRONGLY AGREE 2 - AGREE 3 - NEUTRAL 4 - DISAGREE 5 - STRONGLY DISAGREE

- ____ The employees at Title Financial Exchange Services are friendly.
- ____ The employees at Title Financial Exchange Services are helpful and cooperative.
- ____ The employees at Title Financial Exchange Services are responsive to my needs.
- ____ The employees at Title Financial Exchange Services are knowledgeable.
- ____ Title Financial Exchange Services worked well with all parties involved in my exchange.
- ____ If a problem arose with my exchange, it was quickly resolved.
- ____ All of my requests were handled in a timely manner.
- ____ I would use Title Financial Exchange Services as an accommodator in the future.
- ____ I would recommend Title Financial Exchange Services to others.

Additional Comments:

TITLE FINANCIAL EXCHANGE SERVICES

580 JENSEN GROVE DRIVE PO BOX 339 BLACKFOOT, ID 83221
TOLL FREE: (877)782-2515 LOCAL: (208)782-2515 FAX: (208)785-2575
WWW.TITLEFSS.COM





IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 25, 2022

KEITH A WILLIAMS
374 E 900 N
SPANISH FORK UT 84660-1238

Re: Change in Ownership for Water Right No(s): 27-2099

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Water District 27



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 18, 2020

Keith Williams
374 E 900 N
Spanish Fork UT 84660

RE: Change in Ownership Water Right No. 27-2099

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Water Right Ownership:** copy of Deed, or other legal document indicating your ownership of the property and/or water rights in question. Please note the current owner of the water right according to the records filed with the department is Carl Hayes. If you purchased the property from someone other than the current owner of the water right please submit copies of all the deeds going back to Carl Hayes. You can get copies of the deeds from the county recorder's office or you can try contacting your title company.

**** **Filing Fee:** The filing fee for an ownership change is \$25.00 per water right for a non-split application or \$100.00 for an application that will result in a split.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

SCANNED

AUG 19 2020