

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED *DL*
AUG 06 2018
DEPARTMENT OF
WATER RESOURCES

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?
75-2046	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-2047	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-10332	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-10333	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: SALMON RIVER PROPERTIES INC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): PAUL J MOORE, LYNDA D MOORE
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 199 TWIN PEAKS RANCH RD SALMON ID 83467
Mailing address City State ZIP
- 509.989.4154 pandlmoore@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: 6-8-2018
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.

SUPPORT DATA

IN FILE # 75-2046

8. Signature: Paul J Moore Title, if applicable _____ Date 7/31/2018
Signature of new owner/claimant

Signature: Lynnda D. Moore Title, if applicable _____ Date 7-31-18
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 8.6.18 Receipt No. 105476 Receipt Amt. 100-

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 _____ Processed by [Signature] Date 8-22-18

Read & Approved

SPECIAL WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:396600

FOR VALUE RECEIVED

Salmon River Properties, Inc., a Nevada Corporation

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

Paul Moore and Lynda Moore, husband and wife

whose current address is

**199 Twin Peaks Ranch Road
Salmon, ID 83467**

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

Parcel I

The South Half of the Northwest Quarter, the Northeast Quarter, the East Half of the Southwest Quarter, the Southeast Quarter of Section 28, and the North Half of the Northeast Quarter Section 33, and the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter Section 27, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho, more specifically described as follows:

Commencing at the Southeast Corner of said Section 28 and being the Real Point of Beginning:

**From this real point of beginning, a distance of 2655.93 feet on a bearing of S 89° 39' 36" East along the south boundary of said Section 27;
Then N 0° 00' 02" E 1313.97 feet;
Then N 89° 41' 53" W 1327.96 feet;
Then N 0° 00' 02" E 1313.08 feet;
Then N 89° 44' 10" W 1327.95 feet;
Then N 0° 01' 51" W 2640.49 feet along the east boundary of Section 28;
Then N 89° 38' 15" W 2637.11 feet along the north boundary of Section 28;
Then S 0° 03' 31" E 1317.86 feet;
Then N 89° 35' 08" W 2630.89 feet;
Then S 0° 01' 34" E 1315.51 feet along the west boundary of Section 28;
Then S 89° 32' 04" E 1315.83 feet;
Then S 0° 02' 33" E 2637.21 feet;
Then S 89° 43' 10" E 1316.55 feet along the south boundary of Section 28;
Then S 0° 00' 46" E 1322.50 feet along the west boundary of the North Half of the Northeast Quarter Section 33;
Then S 89° 43' 10" E 2632.79 feet;
Then N 0° 00' 02" E 1322.50 feet to the Real Point of Beginning.**

Excepting Therefrom:

The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.



CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Alliance Title & Escrow Corp.

Issuing Office: 610 Main St., Salmon, ID 83467

Loan ID Number:

Customer Reference Number: 040318-18

Issuing Office File Number: 396600

Property Address: 199 Twin Peaks Ranch Road, Salmon, ID 83467

Revision Number: 2, Updated Loan Amount

SCHEDULE A

Read & Approved

1. Commitment date: May 18, 2018 at 7:30 A.M

2. Policy or Policies to be issued:

(a) 2006 ALTA® Owner's Policy ☒ Standard ☐ Extended
Amount: \$1,900,000.00
Premium: \$5,042.00

Proposed Insured:

Paul Moore and Lynda Moore and Beutler Exchange Group, LLC

(b) 2006 ALTA® Loan Policy ☐ Standard ☒ Extended
Amount: \$1,281,537.93
Premium: \$1,180.00

Endorsements:

Proposed Insured:

Summit National Bank

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:
Salmon River Properties, Inc., a Nevada Corporation



CHICAGO TITLE INSURANCE COMPANY

5. The Land is described as follows:

Parcel I

The South Half of the Northwest Quarter, the Northeast Quarter, the East Half of the Southwest Quarter, the Southeast Quarter of Section 28, and the North Half of the Northeast Quarter Section 33, and the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter Section 27, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho, more specifically described as follows:

Commencing at the Southeast Corner of said Section 28 and being the Real Point of Beginning:

From this real point of beginning, a distance of 2655.93 feet on a bearing of S 89° 39' 36" East along the south boundary of said Section 27;

Then N 0° 00' 02" E 1313.97 feet;

Then N 89° 41' 53" W 1327.96 feet;

Then N 0° 00' 02" E 1313.08 feet;

Then N 89° 44' 10" W 1327.95 feet;

Then N 0° 01' 51" W 2640.49 feet along the east boundary of Section 28;

Then N 89° 38' 15" W 2637.11 feet along the north boundary of Section 28;

Then S 0° 03' 31" E 1317.86 feet;

Then N 89° 35' 08" W 2630.89 feet;

Then S 0° 01' 34" E 1315.51 feet along the west boundary of Section 28;

Then S 89° 32' 04" E 1315.83 feet;

Then S 0° 02' 33" E 2637.21 feet;

Then S 89° 43' 10" E 1316.55 feet along the south boundary of Section 28;

Then S 0° 00' 46" E 1322.50 feet along the west boundary of the North Half of the Northeast Quarter Section 33;

Then S 89° 43' 10" E 2632.79 feet;

Then N 0° 00' 02" E 1322.50 feet to the Real Point of Beginning.

Excepting Therefrom:

The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

PARCEL II

The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

CHICAGO TITLE INSURANCE COMPANY

BY:

Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
6. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Salmon River Properties, Inc., a Nevada Corporation.

Note No. 1: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 2: According to the available County Assessor's Office records, the purported address of said land is:

199 Twin Peaks Ranch Rd

A copy of our Privacy Policy is available on our website at www.alliancetitle.com/About/Privacy-Policy or via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. General Taxes for the year 2017 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP19N21E280001A, RP19N21E330001A
In the original amount of: \$12,305.12
9. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 1, 1961
Instrument No.: 94982



CHICAGO TITLE INSURANCE COMPANY

11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 1, 1961
Instrument No.: 94983
12. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: January 4, 1993
Instrument No.: 217399
13. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 29, 1995
Instrument No.: 225724
14. The provisions contained in Petition to Vacate Mountain Meadows at Salmon River Subdivision,
Recorded: June 15, 2010,
Instrument No.: 283253.
15. Ditch, road and public utility easements as the same may exist over said premises.
16. Rights of the public in and to that portion of the premises lying within Rattle Snake Road and Twin Peaks Ranch Road.
17. Water rights, claims or title to water in Rattle Snake Creek.
18. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the Land covered by water.

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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Exchange No. 184335-KI

ASSIGNMENT OF PURCHASE AGREEMENT

Exchanger: Paul J. Moore
Lynda D. Moore

Qualified Intermediary: Beutler Exchange Group, LLC,
an Oregon limited liability company

RECITALS

- A. Exchanger is party to an agreement dated March 28, 2018 to purchase an interest in property ("Replacement Property"), including all amendments and addendums thereto, and all earnest money (hereafter "Purchase Agreement").
- B. Exchanger desires to effect a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code.
- C. Qualified Intermediary is willing to act as a "qualified intermediary," as that term is defined in Treas Reg §1.1031(k)-1(g)(4).

AGREEMENT

1. **Assignment.** Exchanger hereby conveys, sells, assigns, transfers, and quitclaims to Qualified Intermediary all of Exchanger's right, title, and interest in and to the Purchase Agreement.
2. **Direct Deed Option.** The parties agree that on the closing of the sale under the Purchase Agreement, if directed by Qualified Intermediary, Seller will convey the Replacement Property directly from Seller to Exchanger, even though Qualified Intermediary will be the purchaser of the Replacement Property under the Purchase Agreement, as provided in Treas Reg §1.1031(k)-1(g)(4)(v).
3. **Representations and Warranties.** Qualified Intermediary does not assume any responsibility for any of the obligations, representations, warranties, and covenants of Exchanger under the Purchase Agreement. In the event of the breach of any obligation of Exchanger under the Purchase Agreement, the parties agree that Seller shall look only to Exchanger.
4. **Indemnification by Exchanger.** Exchanger hereby agrees to defend, indemnify, and hold harmless Qualified Intermediary, its employees, agents, and/or any other persons acting on

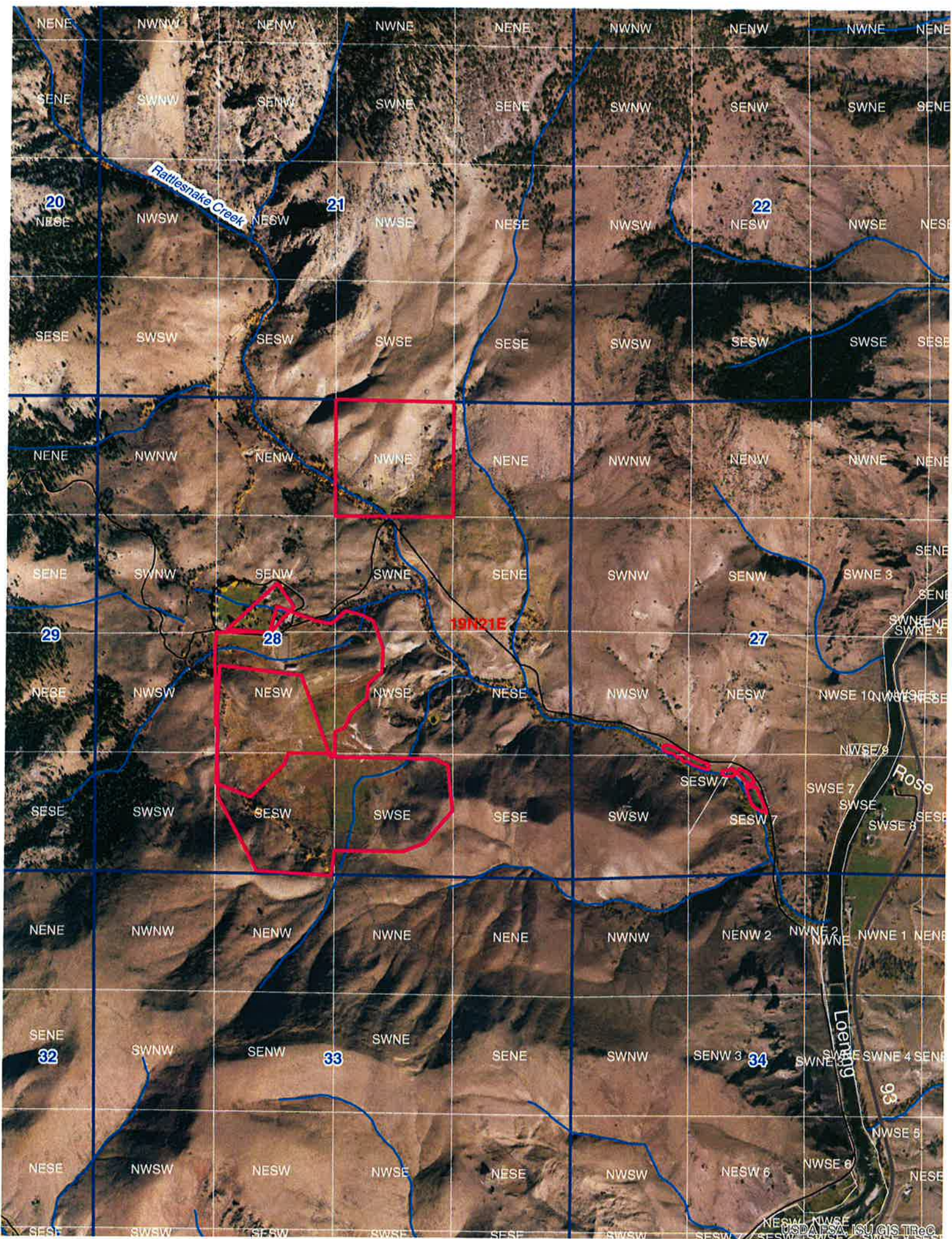
Seller's and/or Exchanger's behalf, from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, orders, and other proceedings and costs and expenses (including expert, consultant, and attorney fees and costs), out-of-pocket expenses, and other costs ("Claims") arising out of or in any way associated with Qualified Intermediary entering into this Assignment or taking any action pursuant to this Assignment. This indemnity includes Claims related to the contamination of or from the Replacement Property by any substance or material defined or designated as a hazardous, toxic, radioactive, or infectious waste, material, or substance, or other similar term (including asbestos-containing materials and PCBs), by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or subsequently enacted, including but not limited to contamination of the surface and subsurface of the ground, soil, surface water, groundwater, air, or sediments. This indemnification does not apply to any Claim caused by Qualified Intermediary's material breach or default.

5. Survival. The acknowledgment and agreements of Exchanger and Qualified Intermediary set forth in this Assignment will survive the closing and the delivery, recordation or registration of any conveyance document or other document in connection therewith.

6. Litigation. If litigation is commenced between the parties regarding this Assignment, the prevailing party will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and costs at trial and on appeal.

7. Counterparts. This Assignment may be executed in one or more counterparts.

8. Facsimile. This Assignment may be transmitted by facsimile or other electronic means, and upon receipt, shall be deemed an original.



SPECIAL WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:396600

FOR VALUE RECEIVED

Salmon River Properties, Inc., a Nevada Corporation

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

Paul Moore and Lynda Moore, husband and wife

whose current address is

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Salmon, ID 83467**

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

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Then N 89° 41' 53" W 1327.96 feet;
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Then N 0° 00' 02" E 1322.50 feet to the Real Point of Beginning.**

Excepting Therefrom:

The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

PARCEL II

The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

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

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

Dated: 6-5-18

Salmon River Properties, Inc., a Nevada Corporation

Gregory Chiampou
Gregory Chiampou, President

State of _____} ss.
County of _____}

On this ____ day of June, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory Chiampou known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

See Attached
Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On June 5, 2018 before me, Paula Anne Bagby, Notary Public
(insert name and title of the officer)

personally appeared Gregory F. Champion
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Paula Anne Bagby (Seal)





To: Paul Moore
Lynda Moore
199 Twin Peaks Ranch Road
Salmon, ID 83467

Date: June 12, 2018
Order No.: 396600

Dear Valued Customer(s),

Thank you for the opportunity to serve you. Your business is appreciated!

Enclosed please find your original Title Insurance Policy issued by Alliance Title & Escrow Corp. This Policy is your guarantee of ownership and should be retained with your other valuable real estate papers. Please read the Policy carefully. If you have any questions, please feel free to contact our office at (208)756-4231 and one of our knowledgeable staff members will be happy to assist you.

We hope that your real estate transaction went as smoothly as possible and we would like to assist you again in the future. We have created a special file regarding your property and are therefore in a position to render you even better service with your future transactions. In the event you desire to sell or refinance your property in the future, please contact us for applicable credits and faster service. Be sure to inform the real estate agent or lender handling your transaction that you want your title insurance issued by Alliance Title & Escrow Corp.

We appreciate the opportunity to serve you and look forward to handling all of your future real estate closings and title insurance needs. Keep in mind that at Alliance Title & Escrow Corp., protection of your property is not only your first concern, but ours as well.

A copy of our Privacy Policy is available on our website at www.alliancetitle.com/About/Privacy-Policy or via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.

Sincerely,

Tina Dettloff
Title Officer
Alliance Title & Escrow Corp.
610 Main St., Salmon, ID 83467
Phone (208) 756-4231 Fax (208) 756-4232

Enclosure(s)

www.alliancetitle.com

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

Yes, it matters where you close.



Chicago Title Insurance Company

POLICY NO.: 72306-46523341

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given 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, CHICAGO 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 protection
 if 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 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.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Christy D. Hoff

By:

Agnes M. P. L.

President

Countersigned:

Authorized Signatory



ATTEST

John C. J.

Secretary

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
<u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
<u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
<u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
<u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	<u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website.

The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer (888) 934-3354

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

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 from 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 Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

SCHEDULE A

Chicago Title Insurance Company
 171 N Clark St.
 Chicago, IL 60606

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
396600	72306-46523341	June 8, 2018 2:22PM	\$1,900,000.00	\$5,042.00

Endorsements **Nos.:** **Premium:**
Address Reference: 199 Twin Peaks Ranch Road, Salmon, ID 83467

1. Name of Insured:

Paul Moore and Lynda Moore

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

FEE SIMPLE

3. Title is vested in:

Paul Moore and Lynda Moore, husband and wife

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

Parcel I

The South Half of the Northwest Quarter, the Northeast Quarter, the East Half of the Southwest Quarter, the Southeast Quarter of Section 28, and the North Half of the Northeast Quarter Section 33, and the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter Section 27, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho, more specifically described as follows:

Commencing at the Southeast Corner of said Section 28 and being the Real Point of Beginning:

**From this real point of beginning, a distance of 2655.93 feet on a bearing of S 89° 39' 36" East along the south boundary of said Section 27;
 Then N 0° 00' 02" E 1313.97 feet;
 Then N 89° 41' 53" W 1327.96 feet;
 Then N 0° 00' 02" E 1313.08 feet;
 Then N 89° 44' 10" W 1327.95 feet;
 Then N 0° 01' 51" W 2640.49 feet along the east boundary of Section 28;
 Then N 89° 38' 15" W 2637.11 feet along the north boundary of Section 28;
 Then S 0° 03' 31" E 1317.86 feet;
 Then N 89° 35' 08" W 2630.89 feet;**

**Then S 0° 01' 34" E 1315.51 feet along the west boundary of Section 28;
Then S 89° 32' 04" E 1315.83 feet;
Then S 0° 02' 33" E 2637.21 feet;
Then S 89° 43' 10" E 1316.55 feet along the south boundary of Section 28;
Then S 0° 00' 46" E 1322.50 feet along the west boundary of the North Half of the
Northeast Quarter Section 33;
Then S 89° 43' 10" E 2632.79 feet;
Then N 0° 00' 02" E 1322.50 feet to the Real Point of Beginning.**

Excepting Therefrom:

**The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21
East, Boise Meridian, Lemhi County, Idaho.**

PARCEL II

**The North Half of the Northeast Quarter of Section 33, Township 19 North, Range 21
East, Boise Meridian, Lemhi County, Idaho.**

END OF SCHEDULE A

SCHEDULE B

Order No.: 396600 Policy No.: 72306-46523341

EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties in possession not shown by the public records.
2. 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.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.
8. An easement for the purpose shown below and rights incidental thereto as set forth in document: Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 1, 1961
Instrument No.: 94982
9. An easement for the purpose shown below and rights incidental thereto as set forth in document: Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 1, 1961
Instrument No.: 94983
10. An easement for the purpose shown below and rights incidental thereto as set forth in document: Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: January 4, 1993
Instrument No.: 217399

11. An easement for the purpose shown below and rights incidental thereto as set forth in document: Easement
Granted To: Idaho Power Company
Purpose: Power Line Easement
Recorded: March 29, 1995
Instrument No.: 225724
12. The provisions contained in Petition to Vacate Mountain Meadows at Salmon River Subdivision,
Recorded: June 15, 2010,
Instrument No.: 283253.
13. Ditch, road and public utility easements as the same may exist over said premises.
14. Rights of the public in and to that portion of the premises lying within Rattle Snake Road and Twin Peaks Ranch Road.
15. Water rights, claims or title to water in Rattle Snake Creek.
16. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the Land covered by water.
17. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$1,281,537.93
Dated: June 8, 2018
Trustor: Paul Moore and Lynda Moore
Trustee: Alliance Title & Escrow Corp.
Beneficiary: Summit National Bank
Recorded: June 8, 2018
Instrument #: 0000312044

END OF SCHEDULE B



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER

Governor

August 22, 2018

GARY SPACKMAN

Director

PAUL MOORE
LYNDA MOORE
199 TWIN PEAKS RANCH RD
SALMON ID 83467

Re: Change of Ownership for Water Right Nos: 75-2046, 75-2047, 75-10332, and 75-10333

Dear Water Right Holders:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice the department does not review the history of water use to determine if the right has been forfeited 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.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 10, 2018

PAUL J MOORE
LYNDA D MOORE
199 TWIN PEAKS RANCH RD
SALMON ID 83467

RE: Change in Ownership of Water Right Nos. 75-2046, 75-2047, 75-10332, and 75-10333

Dear Interested Parties:

The Idaho Department of Water Resources (Department) 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.

You submitted a "Read and Approved" one page version of a special warranty deed and a title insurance commitment. We require a copy of either the title insurance policy or the entire signed and notarized deed, including the property's legal description, indicating your ownership of the property and/or water rights referenced above.

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

Please note that Idaho Code § 42-248, 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 me at (208) 287-4290 if you have any questions.

Sincerely,

Debbi Judd
Technical Records Specialist