

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Change in Water Right Ownership

RECEIVED  
JUL 21 2015  
WATER RESOURCES  
WESTERN REGION

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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| D 63-31440            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 63-8526             | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 63-18375            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| LIC 63-18347          | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| (split)               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name:

MILTON KLEIN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

ROBERT C. &amp; SALLY TARBET

New owner(s) as listed on the conveyance document

Name connector

☐ and☐ or☒ and/or

2275 N. SUNNY LANE

STAR

ID

83669

Mailing address

City

State

ZIP

208-890-8899

SALLYTARBET@MSN.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. 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):

o \$25 per *undivided* water right.

o \$100 per *split* water right.

o 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:

Sally Tarbet

Signature of new owner/claimant

Title, if applicable

7/21/15

Date

- Signature:

ROBERT C. TARBET.

Signature of new owner/claimant

Title, if applicable

7/21/15

Date

## For IDWR Office Use Only:

Received by

Date

7/21/15

Receipt No.

W043331

Receipt Amt.

\$100<sup>00</sup>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

Date

8/10/15

ELECTRONICALLY RECORDED  
STAMPED FIRST PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=1 BONNIE OBERBILLIG  
TITLEONE BOISE

2015-047837  
06/02/2015 01:46 PM  
\$10.00

\*Rerecording to correct county

15248008

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=2 LISA BATT  
TITLEONE BOISE

2015-049010  
06/05/2015 09:19 AM  
\$13.00

Space above for recording

WARRANTY DEED

FOR VALUE RECEIVED, Milton G. Klein and R. Maxine Klein, husband and wife (collectively "Grantor") hereby grant, bargain, sell and convey unto Robert C. Tarbet and Sally D. Tarbet, husband and wife (collectively "Grantee") whose address is 2275 Sunny Lane, Star, Idaho 83669 the following described real property located in ~~Canyon~~ ADA County, Idaho (the "Property"):

Lot 2 in Block 3 of Star Acres Subdivision, according to the official plat thereof, filed in Book 29 of Plats at Pages 1822 and 1823, and as Amended by an Affidavit recorded May 24, 1973 as Instrument No. 847760, official records of Ada County, Idaho.

SUBJECT TO taxes and assessments for the year 2015 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the property would show.

This conveyance includes any and all water rights and appurtenances to the Property.

Grantor covenants to Grantee that Grantor is the owner of the Property in fee simple; that the Property is free from all encumbrances, except those set forth herein, and except those of record, and that Grantor will warrant and defend the same from all lawful claims for a period of five years.

IN WITNESS WHEREOF, the Grantors executed this instrument on this 29 day of May 2015.

Milton G. Klein  
Milton G. Klein  
R. Maxine Klein  
R. Maxine Klein

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 29 day of May, 2015, before me personally appeared Milton G. Klein and R. Maxine Klein, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



[Signature]  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

Residing in: Eagle, Idaho  
Commission expires: 01/17/2019

15248008

Residing in: Eagle, Idaho  
Commission expires: 01/17/2019

I, RONALD M. BLANKLEY, a Registered Professional Engineer in and for said County and State, do hereby certify that the survey of STAR ACRES SUBDIVISION in Ada County, Idaho, as described on the back of this plat was made by me or under my direction and that this plat correctly shows the survey as made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of January, A.D. 1973.

23rd day of January A.D. 1973.

On this 23rd day of January A.D. 1973, before me, Leis  
Hewitson, a Notary Public in and for said County and State,  
whose name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd  
day of January A.D. 1973.

Notary Public James Thompson  
Residing at Calverly, Idaho  
My Commission expires 8-25-76

I hereby certify that this instrument was filed for record of the request of  
 Ronald M. Blaney at 4<sup>th</sup> minutes past 11 o'clock A.M. this  
20<sup>th</sup> day of MARCH A.D. 1973

0-70698

Recorder Glennice L. Smith Deputy Carolyn L. Smith

[illegible]

Restrictions # 1596-58  
3-21-78

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.



1101 W. River Street, Suite 201  
Boise, ID 83702  
Ph. (208) 424-8511  
[www.titleonecorp.com](http://www.titleonecorp.com)

Date: 06/25/2015

Regarding: 2275 N Sunny Ln, Star, ID 83669

File No.: 15248008

Greetings:

It's been our pleasure serving as your title and escrow company for your recent real estate transaction. Related to your transaction, please find attached the following:

Title Insurance Policy  
Original Warranty Deed

Please feel free to contact us if you have any questions at the number listed above. We appreciate your business and look forward to assisting you with your next closing.

Best Regards,

TitleOne Corporation



## Fidelity National Title Insurance Company

POLICY NO.: ID2004-10-15248008-2015.27420-93657525

HOMEOWNER'S POLICY OF TITLE INSURANCE  
For a one-to-four family residence  
Issued By

**Fidelity National Title Insurance Company**

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 3 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Legal Description in Schedule C
- Our Duty To Defend Against Legal Actions On Page 6
- Exclusions on page 7
- Conditions on pages 8, 9, 10, 11, and 12.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

**IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 10.**

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy - and not this sheet - is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact:

Fidelity National Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023



HOMEOWNER'S POLICY OF TITLE INSURANCE  
For a one-to-four family residence

Issued By

Fidelity National Title Insurance Company

TABLE OF CONTENTS

|                                                           | PAGE         |
|-----------------------------------------------------------|--------------|
| OWNER'S COVERAGE STATEMENT                                | 3            |
| COVERED RISKS                                             | 3            |
| OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS                  | 6            |
| EXCLUSIONS                                                | 7            |
| CONDITIONS                                                |              |
| 1. Definitions                                            | 8            |
| 2. Continuation of Coverage                               | 8            |
| 3. How to Make a Claim                                    | 9            |
| 4. Our Choices When We Learn of a Claim                   | 9            |
| 5. Handling a Claim or Legal Action                       | 9            |
| 6. Limitation of Our Liability                            | 10           |
| 7. Transfer of Your Rights to Us                          | 11           |
| 8. This Policy is the Entire Contract                     | 11           |
| 9. Increased Policy Amount                                | 11           |
| 10. Severability                                          | 11           |
| 11. Arbitration                                           | 11           |
| 12. Choice of Law                                         | 12           |
| SCHEDULE A                                                | See Attached |
| Policy Number, [Premium], Date [and Time] and Amount      |              |
| Deductible Amounts and Maximum Dollar Limits of Liability |              |
| Street Address of the Land                                |              |
| 1. Name of Insured                                        |              |
| 2. Interest in Land Covered                               |              |
| 3. Description of the Land                                |              |
| SCHEDULE B – EXCEPTIONS                                   | See Attached |
| SCHEDULE C – LEGAL DESCRIPTION                            | See Attached |



**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
For a one-to-four family residence

Issued By

Fidelity National Title Insurance Company

**As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.**

**OWNER'S COVERAGE STATEMENT**

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Legal Description in Schedule C
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 7
- The Conditions on pages 8, 9, 10, 11 and 12.

**COVERED RISKS**

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
  - a. Someone else's failure to have authorized a transfer or conveyance of your Title.

- b. Someone else's failure to create a valid document by electronic means.
  - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
  - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
  - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
  - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
- a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
  - b. Mortgage;
  - c. judgment, state or federal tax lien;
  - d. charge by a homeowner's or condominium association; or
  - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
- a. any obligation to perform maintenance or repair on the Land; or
  - b. environmental protection of any kind, including hazardous or toxic conditions or substances
- unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
- a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; or

f. environmental protection,

if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.

15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- a. You are unable to obtain a building permit;
  - b. You are required to correct or remove the violation; or
  - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the

surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.

26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

#### OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

#### THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers.*

Countersigned:

By:

*Addie Eldredge*

Addie Eldredge

TitleOne Corporation  
1101 W. River Street, Suite 201  
Boise, ID 83702

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

*James M. L.*  
President  
*John C. J.*  
Attest  
Secretary



## EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

HOMEOWNER'S POLICY OF TITLE INSURANCE  
For a one-to-four family residence

Issued By

**Fidelity National Title Insurance Company**

CONDITIONS

1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - A legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Blank Title Insurance Company.
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
  - (1) anyone who inherits Your Title because of Your death;
  - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
  - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
  - (4) the beneficiaries of Your Trust upon Your death; or
  - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim



- (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
- (2) Send Your notice to Fidelity National Title Insurance Company, Attention: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

**b. Proof Of Your Loss**

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
  - (a) the basis of Your claim;
  - (b) the Covered Risks which resulted in Your loss;
  - (c) the dollar amount of Your loss; and
  - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

**4. OUR CHOICES WHEN WE LEARN OF A CLAIM**

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
  - (1) Pay the claim;
  - (2) Negotiate a settlement;
  - (3) Bring or defend a legal action related to the claim;
  - (4) Pay You the amount required by this Policy;
  - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
  - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

**5. HANDLING A CLAIM OR LEGAL ACTION**

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.

- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

#### 6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
  - (1) Your actual loss;
  - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
  - (3) the Policy Amount then in force.
 and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
  - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
  - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
  - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
    - (i) the cause of the claim is removed; or
    - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
  - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
  - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;

- (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
- (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

#### 7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
  - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
  - (2) to You for Your loss that You have not already collected;
  - (3) to Us for any money We paid out under this Policy on account of Your claim; and
  - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

#### 8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

#### 9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

#### 10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

#### 11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.

f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.



**ALTA HOMEOWNERS POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR SINGLE FAMILY RESIDENCE**

**SCHEDULE A**

**Our name and address is:** Fidelity National Title Insurance Company  
601 Riverside Avenue, Building 5, 4th Floor  
Jacksonville, FL 32204

**File Number:** 15248008

**Policy Number:** 27420-93657525

**Policy Amount:** \$455,000.00

**Premium:** \$1,881.00

**Policy Date:** June 2, 2015 1:46PM

**Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 16, 18, 19 and 21:**

|                  | <b>Your Deductible Amount</b>                                                    | <b>Our Maximum Dollar Limit of Liability</b> |
|------------------|----------------------------------------------------------------------------------|----------------------------------------------|
| Covered Risk 16: | 1 % of Policy Amount Shown in<br>Schedule A or \$2,500.00<br>(whichever is less) | \$10,000.00                                  |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule<br>A or \$5,000.00<br>(whichever is less)  | \$25,000.00                                  |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule<br>A or \$5,000.00<br>(Whichever is Less)  | \$25,000.00                                  |
| Covered Risk 21: | 1% of Policy Amount Shown in<br>Schedule A or \$2,500.00<br>(Whichever is Less)  | \$5,000.00                                   |

**Street Address of the Land:** 2275 N Sunny Ln, Star, ID 83669

- Name of Insured:**  
Robert C. Tarbet and Sally D. Tarbet
- Your interest in the Land covered by this Policy is:**  
Fee Simple
- The Land referred to in this Policy is described as:**  
See Attached Schedule C

**TitleOne Corporation**

**By:**



**Addie Eldredge, Title Officer**

**ALTA HOMEOWNERS POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR SINGLE FAMILY RESIDENCE**

**SCHEDULE B**  
**EXCEPTIONS**

**File Number:** 15248008

**Policy Number:** 27420-93657525

**In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:**

1. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.
2. Special assessments, if any, for unincorporated Ada County (208-287-6800). Paid Current.
3. The land described herein is located within the boundaries of Farmers Union Irrigation District (208-345-2510) and is subject to any assessments levied thereby. Paid Current.
4. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.
5. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: March 21, 1973

Instrument No.: 839658

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

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: February 5, 1976

Instrument No.: 7604517

7. Terms, conditions, easements and, obligations, if any, contained in an Agreement for Community Well and Use of Pond Waters by and between Milton G. Klein and Maxine Klein, husband and wife, Richard Lagerstrom and Dessa Lagerstrom, husband and wife and Danny Langdon and Patricia O. Langdon, husband and wife.

Recorded: April 2, 1986

Instrument No: 8616720

8. Terms, conditions, easements and, obligations, if any, contained in a Devolution Agreement by and between Milton Garner Klein and Ruby Maxine Klein, husband and wife.

Recorded: May 22, 1998

Instrument No: 98049596

**ALTA HOMEOWNERS POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR SINGLE FAMILY RESIDENCE**

**SCHEDULE C**

**LEGAL DESCRIPTION**

Lot 2 in Block 3 of Star Acres Subdivision, according to the official plat thereof, filed in Book 29 of Plats at Pages 1822 and 1823, and as Amended by an Affidavit recorded May 24, 1973 as Instrument No. 847760, official records of Ada County, Idaho.