

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 23 2013

WATER RESOURCES
WESTERN REGION

DEV

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD A65-03306	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: James & Debbie Lambert
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jeffrey D. Peper
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

4 Judy Drive

Mailing address

Lowman

City

ID

State

83637

ZIP

208-259-3570

Telephone

Pepe 10812011@hotmail.com

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: 5/29/2013

6. 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.

7. Signature: Jeffrey D. Peper Title, if applicable: _____ Date: 7/22/13
Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JA Date 7/23/2013 Receipt No. W041372 Receipt Amt. \$25.00

Approved by RS Processed by JA Date 7/23/13



TitleOne
a title & escrow co.

INSTRUMENT 17-200000
IDAHO CITY, BOISE COUNTY, IDAHO
05-30-2013 15:51:42 PM No. of Pages: 1
Recorded for: TITLEONE BOISE
MARY T. PRISCO Fee: \$10.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

Order Number: 13222861

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

Warranty Deed

For value received,

Jim Lambert and Debbie Lambert, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

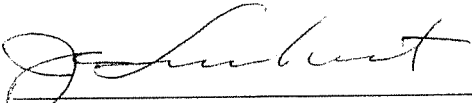
Jeffrey D. Peper an unmarried man

whose current address is 4 Judy Dr Lowman, ID 83637

the grantee, the following described premises, in Boise County, Idaho, to wit:

Lot 3 of Joe Lewis Subdivision, according to the plat thereof, filed under Instrument No. 63347, official records of Boise County, Idaho.

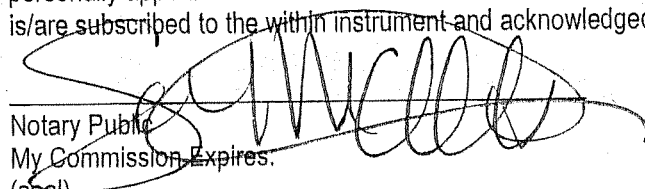
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.


Jim Lambert

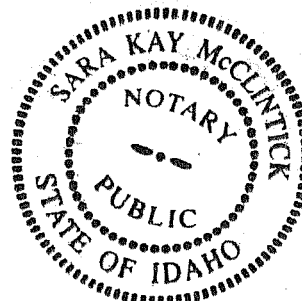

Debbie Lambert

State of Idaho
County of Ada, ss.

On this 24th day of May in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Lambert and Debbie Lambert, known or identified to me 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.


Notary Public
My Commission Expires:
(seal)

Residing In: Nampa, Idaho
My Commission Expires: 12/13/2017



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For value received,

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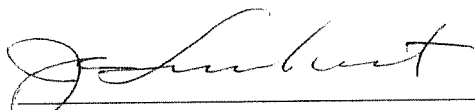
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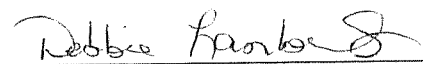
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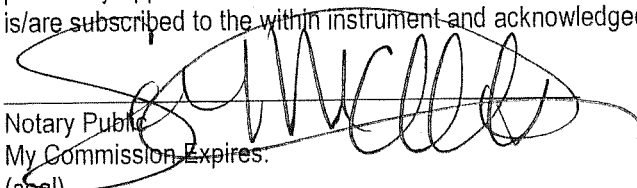
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.


Jim Lambert


Debbie Lambert

State of Idaho
County of Ada, ss.

On this 24th day of May in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Lambert and Debbie Lambert, known or identified to me 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.


Notary Public
My Commission Expires:
(seal)

Residing In: Nampa, Idaho
My Commission Expires: 12/13/2017





WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-6-ID1007-3140114

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY

**WESTCOR LAND
TITLE INSURANCE COMPANY**

OWNER'S POLICY OF TITLE INSURANCE

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

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California 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.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By:

ID1007 * 13222861

TitleOne of Boise County, LLC

1101 W. River Street, Suite 201

Boise, ID 83702

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia H. Power
Secretary

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 in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and

without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to

CONDITIONS AND STIPULATIONS - CONTINUED

establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this

policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable

Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 201 N. New York Ave., Ste. 200, Winter Park, Florida 32789.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



TitleOne Corporation
Authorized Agent for:
Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company
2000 Colorado Blvd., Suite 1-3100
Denver, CO 80222

File Number: 13222861

Policy Number: 3140114

Date of Policy: May 30, 2013 at 3:51PM

Amount of Insurance: \$90,000.00

Premium: \$570.00

Property Address Reference: 4 Judy Dr, Lowman, ID 83637

1. **Name of Insured:**
Jeffrey D. Peper
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
Jeffrey D. Peper, an unmarried man
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

TitleOne Corporation

By:

Joe Gropp, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 13222861

Policy Number: 3140114

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

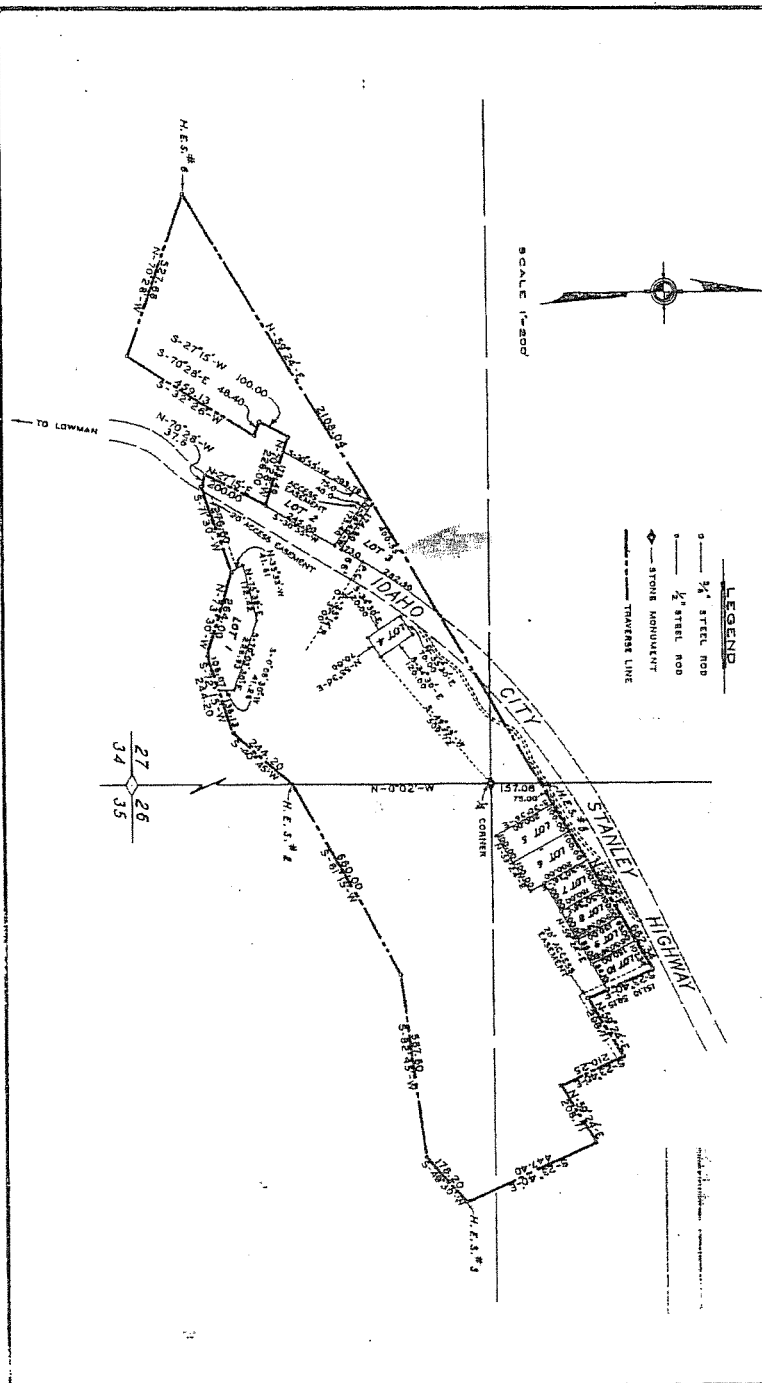
1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to 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 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 to 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 2013 which are a lien not yet due and payable.
8. Any right or interest in any mineral, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.
9. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.
10. Covenants, Conditions, and Restrictions, and, Easements but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: October 1, 1962
Instrument No.: 67863
11. Terms, conditions, easements and, obligations, if any, contained in Agreement by and between Albert W. Lewis and Wanda R. Lewis and Idaho Power Company.
Instrument No: 75690
12. 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: April 10, 1970
Instrument No.: 75938
13. Subject to the affect of Section 4, Boise County Ordinances, dated June 9, 1969. In particular to non-assumption of road and site responsibility and maintenance. Relates to rights of access only.
14. Negative easements, conditions, restrictions, and access rights contained in the Deed to the State of Idaho.
Recorded: March 30, 1972
Instrument No.: 77576
15. Ditch, road, and public utility easements as the same may exist over said premises.

SCHEDULE C
Legal Description

Lot 3 of Joe Lewis Subdivision, according to the plat thereof, filed under Instrument No. 63347, official records of Boise County, Idaho.

JOE LEWIS SUBDIVISION

PORTION H.E.S. 178 SECTION 26 & 27 T-9-N. R-8-E. B.M.
BOISE COUNTY—IDAHO





TitleOne
a title & escrow co.

TitleOne Corporation
Authorized Agent for:
Westcor Land Title Insurance Company

RECEIVED

JUL 23 2013

WATER RESOURCES
WESTERN REGION

SCHEDULE A

1st Revised Commitment: May 10, 2013
Removed Exceptions No. 17 and 18 and Updated Effective
Date

1. Effective Date: April 29, 2013 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)

Standard Coverage

Policy Amount:

\$95,000.00

Proposed Insured:

Premium:

\$588.00

Jeffrey D. Peper

Endorsements: None Requested

Charge:

\$0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:
Jim Lambert and Debbie Lambert, husband and wife

5. The land referred to in this Commitment is described as follows:
See Attached Schedule C

TitleOne Corporation

By:

Joe Gropp, Authorized Signatory

SCHEDULE B-I
Requirements

The following are to be complied with:

1. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
2. Necessary conveyance to the proposed insured.
3. Disclosure of the spouse of Jeffrey D. Peper, if any. The Company herein reserves the right to make additional requirements and/or exceptions upon disclosure of same.
4. NOTE: According to the available records, the purported address of said land is: 4 Judy Dr, Lowman, ID 83637
5. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Lavona Byerly, an unmarried woman

Grantee: Jim Lambert and Debbie Lambert, husband and wife

Recorded: May 29, 1997

Instrument No.: 164590

14. Subject to the affect of Section 4, Boise County Ordinances, dated June 9, 1969. In particular to non-assumption of road and site responsibility and maintenance. Relates to rights of access only.

15. Negative easements, conditions, restrictions, and access rights contained in the Deed to the State of Idaho.

Recorded: March 30, 1972

Instrument No.: 77576

16. Ditch, road, and public utility easements as the same may exist over said premises.

17. Intentionally Deleted.

18. Intentionally Deleted.

(End of Exceptions)

SCHEDULE C

Legal Description:

Lot 3 of Joe Lewis Subdivision, according to the plat thereof, filed under Instrument No. 63347, official records of Boise County, Idaho.

SCHEDULE B-II
Exceptions From Coverage

Note: The Policy (or Policies) may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request the Company will provide will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Any policy we issue will have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 will be removed on Enhanced/Extended coverage policies.

Exceptions:

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, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to 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 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 to 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 2013 which are a lien not yet due and payable.
8. Taxes, including any assessments collected therewith, for the year 2012 for which the first installment is paid and the second installment is due and payable on or before June 20, 2013.
Parcel Number: RP035010000030
Original Amount: \$835.88
9. Any right or interest in any mineral, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.
10. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.
11. Covenants, Conditions, and Restrictions, and, Easements but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: October 1, 1962
Instrument No.: 67863
12. Terms, conditions, easements and, obligations, if any, contained in Agreement by and between Albert W. Lewis and Wanda R. Lewis and Idaho Power Company.
Instrument No: 75690
13. 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: April 10, 1970
Instrument No.: 75938



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rittenman Ave / Boise, Idaho 83704 / (208) 377-2700

READ AND APPROVED BY _____

157789
157384 SR DE

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED LAYONA BYERLY, AN UNMARRIED PERSON

Grantor, does hereby grant, bargain, sell and convey unto ☒ JIM LAMBERT AND DEBBIE LAMBERT, HUSBAND AND WIFE ☒

the Grantee, whose current address is: 3485 N. COLE ROAD
the following described real property in BOISE County, State of Idaho, more particularly described as follows, to-wit:
LOT 3 OF JOE LEWIS SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED UNDER INSTRUMENT NO. 63347, RECORDS OF BOISE COUNTY, IDAHO.

164590

INSTR 164590
REGISTERED WITH CLERK
MAY 29 PM 3:43
NOTARY PUBLIC
Shirley Henge
WEE Audited 3/30/91

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee as the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 27, 1991

Layona Byerly
LAYONA BYERLY

ACKNOWLEDGMENT - Individual

STATE OF IDAHO County of ADA ss.

On this 28TH day of MAY in the year of 1991 before me
THE UNDERSIGNED, a Notary Public,
personally appeared LAYONA BYERLY
known and acquainted to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that she executed the same.



Notary Public *Leslie D. Henge*

Residing at BOISE, ID

My Commission Expires 03/08/2000

1

LAMBERT JAMES**ORIGINAL**

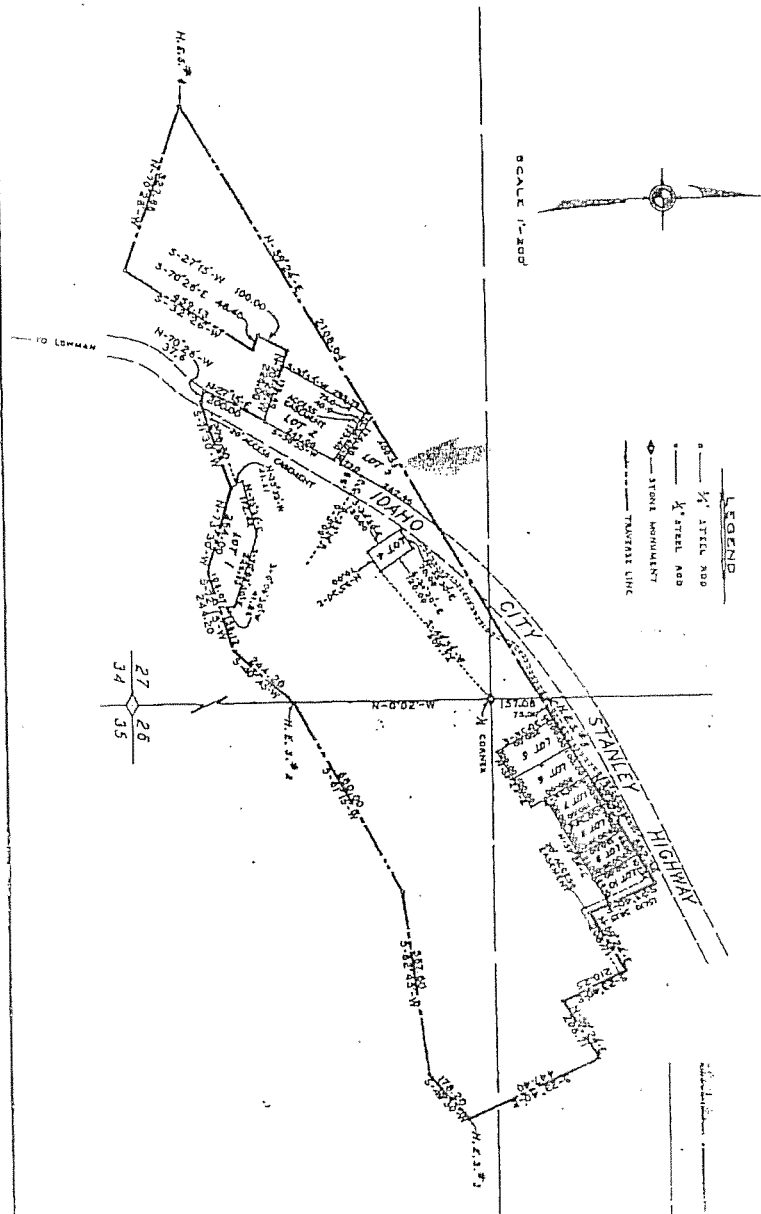
Suffix:		Lien#	13784
Name:	LAMBERT JAMES E	Filed:	6/15/1995
Add:	PO BOX 362	Exp:	12/31/9999
		Amnt:	0.0000
	POPLAR, MT 59255 USA	Tax:	
SSN:	4110	Desc:	Child Support
Ag:		Dept:	Dept of Welfare
Dept Address: Dept of Welfare 1720 Westgate Drive Boise, ID 83704			
Child Support: 208-334-2479			
Medicaid: 208-375-1132			
Estate Recovery: 208-332-7961			
Tefra liens: 888-378-2836			

Powered by IdahoLiens.com

(A)

JOE LEWIS SUBDIVISION

PORTION H.E.S. 178 SECTION 26 & 27 T-9-N. R-8-E. B.M.
BOISE COUNTY—IDAHO





Property ID 000010000030	Property Type Real	Status Active	Exempt Status None	☐ Urban Renewal
Sub Property Type	Code Area 008000	Appraiser Initials LT	☒ Taxes Owning	☐ Ownership Change
			☐ Circuit Breaker	

Related Parcels

Notes

Print

Property Desc

Cancel

PHYSICAL LOCATION

Address	4 JUDY DR
Parcel ID	LOWMAN ID 83637-0000
Section	T9N R8E SEC 27
Sub	JOE LEWIS SUB
Lot	LOT 3
Sub	JOE LEWIS-930
Range/Section	25 1
MLS Area	0
Zoning Code	SUB

OWNER INFORMATION

Name	LAMBERT JIM
Name	LAMBERT DEBBIE
Mailing Address	3698 S ARNO AVE
Parcel ID	MERIDIAN ID 83642-0000
Section	
Sub	
Lot	
Sub	

Add Owner

Assessment	Property	Category	Acreage	Assessed Value	Valuation	Code	HDE
Full	Non-Occupancy	15	0.720	28,510	LAND BASE	008000	0
Partial	Non-Occupancy	37	0.000	45,813	COST	008000	0

Total Parcel Values

Assessed Amt	74,359
Unassessed Amt	0
Total Amt	74,359
Acres	0.720

CHARACTERISTICS

Characteristics	Characteristics	Characteristics	Characteristics	Characteristics	Characteristics	Characteristics	Characteristics
-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

Owner Name	LAMBERT JIM	Search Type	Parcel ID
Owner Name		Search Type	Owner Name

<< Page Up

>> Page Down



Year 2003	Property Type Real	Status Active	Exempt Status None	☐ Urban Renewal
Parcel ID RP035010000030	Sub Property Type	Code Area 008000	Appraiser's Initials LT	☐ Ownership Change
		☒ Taxes Owning	☐ Circuit Breaker	
Related Parcels		☒ Notes	Print	Property Desc
Cancel				

Levy for Code Area [PT3amF]

Parcel
013 RP035010000030

Code Area	District Number	Levy Amount	Description	Phone
008000	20	.005273	COUNTY	0392-4431
008000	200	.003533646	SCHOOL GV #71	0462-3756
008000	410	.000000000	ROAD & BRIDGE	0392-4431
008000	700	.000915910	BASIN LIBRARY	0392-4558
008000	750	.000304071	GV HOSP DIST	0462-3772
008000	780	.000365088	EAST B.C. AMB	0392-4431

Total Levy	011426894
TOTAL	74.353
Assessed Amount	74.353
HQE Amount	0.00
Taxable Amount	74.353

Based On Most Current Certified Levy

Public Tax Main Screen - Parcel# [RP035010000030]

LAMBERT JIM
 300 S ARNO AVE
 MARIETTA, GA 30067-1000
 MARIETTA ID 83642-0000

Bank Code: Details: Possible Deleted Tax: Pre Paid Status:
 Code Area: 009000 Values: Property Description:
 Interest Date: 5/2/2013 Calculate: History:
 Total Due: 506.56

	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2011	506.56	0.00	506.56	1013.13	-506.57	0.00	0.00	0.00
2012	0.00	0.00	0.00	945.41	-945.41	0.00	0.00	0.00
2013	0.00	0.00	0.00	861.47	-861.47	0.00	0.00	0.00
2014	0.00	0.00	0.00	754.90	-754.90	0.00	0.00	0.00
2015	0.00	0.00	0.00	740.66	-740.66	0.00	0.00	0.00
2016	0.00	0.00	0.00	610.72	-610.72	0.00	0.00	0.00
2017	0.00	0.00	0.00	604.94	-604.94	0.00	0.00	0.00
2018	0.00	0.00	0.00	786.28	-786.28	0.00	0.00	0.00
2019	0.00	0.00	0.00	799.98	-799.98	0.00	0.00	0.00

Pre-Paid Tax Summary

Pre-Paid Status - Parcel RP035010000030

Pre-Paid Year: 2013
 Pay Status: Code Area: 009000
 Pre-Paid Taxes:
 Based on Current Property Value:
 Market Value: 72,819
 HOE: 0
 Taxable Value: 72,819
 Assessed Value: 011478634
 Estimated Tax: 835.68
 Pre-Paid: 0.00
 Est. Tax Due: 835.68
 Reload

Amount	Reversed Amount	Reversed Date	Reversed II	Pay Intent

<< Page Up >> Page Down

LANBERT JIM
360 S ARNO AVE
MILWAUKEE ID 83642-0000

Bank Code

Details

Possible
Deferred Tax

Pre Paid \$

Code Area

008000

Districts

Values

Property Description

Interest Date

5/2/2013

Calculate

History
Print

Total Due

506.56

	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2012	506.56	0.00	506.56	1013.13	-506.57	0.00	0.00	0.00
2011	0.00	0.00	0.00	945.41	-945.41	0.00	0.00	0.00
2010	0.00	0.00	0.00	861.47	-861.47	0.00	0.00	0.00
2009	0.00	0.00	0.00	754.90	-754.90	0.00	0.00	0.00
2008	0.00	0.00	0.00	740.66	-740.66	0.00	0.00	0.00
2007	0.00	0.00	0.00	610.72	-610.72	0.00	0.00	0.00
2006	0.00	0.00	0.00	604.94	-604.94	0.00	0.00	0.00
2005	0.00	0.00	0.00	786.28	-786.28	0.00	0.00	0.00
2004	0.00	0.00	0.00	799.98	-799.98	0.00	0.00	0.00

Pre-Paid Tax Summary

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Adj
2012	Primary	12/20/2012	506.57	863.88	-417.31	0.00	177.25	-86.63	
2011	Primary	12/20/2011	-930.73	753.48	-753.48	0.00	177.25	-177.25	
2011	2nd Sub	6/20/2012	-14.68	14.68	-14.68	0.00	0.00	0.00	
2010	Primary	12/20/2010	-861.47	684.22	-684.22	0.00	177.25	-177.25	
2009	Primary	12/20/2009	-754.90	581.38	-581.38	0.00	173.52	-173.52	
2008	Primary	12/20/2008	-740.66	578.40	-578.40	0.00	162.26	-162.26	
2007	Primary	12/20/2007	-610.72	448.46	-448.46	0.00	162.26	-162.26	
2006	Primary	12/20/2006	-604.94	442.68	-442.68	0.00	162.26	-162.26	
2005	Primary	12/20/2005	-786.28	636.52	-636.52	0.00	149.76	-149.76	
2004	Primary	12/20/2004	-799.98	651.48	-651.48	0.00	148.50	-148.50	
2003	Primary	12/20/2003	-629.96	481.46	-481.46	0.00	148.50	-148.50	

LAMBERT JIM
 3698 S ARND AVE
 MERIDIAN ID 83642-0000

Bank Code: ☐ Detail
 Code Area: 008000 District: ☐ Value: ☐ Property Description: ☐

Normal Date: 5/2/2013 Calculate
 Total Due: 506.56

☐ Pre Paid \$
☐ Subsidy

☐ History

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2012	506.56	0.00	506.56	1013.13	-506.57	0.00	0.00	0.00
2011	0.00	0.00	0.00	945.41	-945.41	0.00	0.00	0.00
2010	0.00	0.00	0.00	861.47	-861.47	0.00	0.00	0.00
2009	0.00	0.00	0.00	754.90	-754.90	0.00	0.00	0.00
2008	0.00	0.00	0.00	740.66	-740.66	0.00	0.00	0.00
2007	0.00	0.00	0.00	610.72	-610.72	0.00	0.00	0.00
2006	0.00	0.00	0.00	604.94	-604.94	0.00	0.00	0.00
2005	0.00	0.00	0.00	786.28	-786.28	0.00	0.00	0.00
2004	0.00	0.00	0.00	799.98	-799.98	0.00	0.00	0.00

Public Pre-Paid Tax Summary

2012 RP035010000030 Primary ☒ Cert Detail ☐ Print

BR #: 95097
 Code Area #: 000000

Pay Status	Paid Current	Current	
	1st Half	2nd Half	Full Year
Tax/Cert Chg	506.57	506.56	1013.13
Late Charge	0.00	0.00	0.00
Fees	0.00	0.00	0.00
Tax/Cert Adj	0.00	0.00	0.00
Tax/Cert Pay	-506.57	0.00	-506.57
Interest	0.00	0.00	0.00
Amount Due	0.00	506.56	506.56

Assessed	72,819
HOL	0
Hardship	0
Taxable	72,819
Dist Exempt	0.00
Cert/Fees	177.25
CB	0.00

- a. Escrow Holder may reverse the Transaction and return Buyer and Seller back to the position in which they were before closing and otherwise return any funds to any party who deposited the same into escrow, including, without limitation, Buyer's lender.
- b. if Escrow Holder reverses the Transaction, Buyer and Seller hereby agree to release and hold Escrow Holder harmless for any and all claims, damages, costs, expenses, fees, penalties, and liabilities (including reasonable attorneys' fees) arising out of or related to Escrow Holder's reversing of the Transaction, without limitation (i) any direct, consequential nominal, restitutionary, or punitive damages and (ii) any fees Buyer or Seller may have paid to a third-party in connection with the Transaction, including lenders' fees and qualified intermediary fees,
- c. Buyer and Seller will execute any and all documents required by Escrow Holder to reverse the Transaction, including, without limitation, all deeds necessary to transfer the real property back to Seller;

Notwithstanding anything to the contrary in these escrow instructions, this Section 14 of the escrow instructions and the duty to release and hold Escrow Holder harmless hereunder shall survive the termination or expiration of these instructions and the closing of the Transaction.

15. If for any reason, funds are retained or remain in escrow after closing date, you are to deduct there from a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

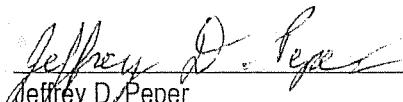
Additional Instructions

Declaration of Escrow Services

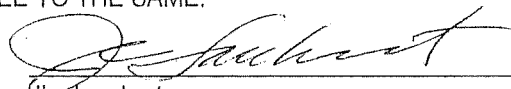
Both Buyer and Seller acknowledge the following by their signatures below:

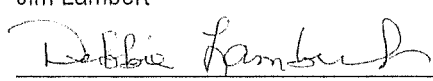
1. We have been specifically informed that TitleOne Corporation is not licensed to practice law and no legal or accounting advice has been offered by TitleOne Corporation or any of its employees. We have been further informed that TitleOne Corporation is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.
2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.
3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.
4. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.
5. We further understand that TitleOne Corporation assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.



Jeffrey D. Peper



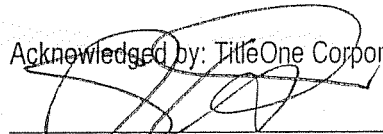
Jim Lambert


Debbie Lambert

Forwarding address (Buyer)

Forwarding address (Seller)

Acknowledged by: TitleOne Corporation



Sara McClintick-Ryan

TitleOne Corporation: River Street Office
1101 W. River Street, Suite 201, Boise, ID 83702 (208)
424-8511

File Number: 13222861
Sales Price: \$90,000.00
Close Date: 5/29/2013
Disbursement Date: 5/30/2013

BUYER(S) CLOSING STATEMENT

Type: Purchase
Property: 4 JUDY DR
LOWMAN, ID 83637 (BOISE)
(RP035010000030)
Buyer(s): JEFFREY D. PEPER
18 E River Dr.
Lowman, ID 83637

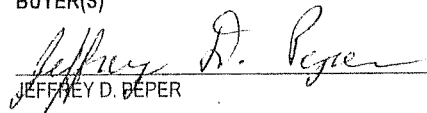
RECEIVED
JUL 23 2013
WATER RESOURCES
WESTERN REGION

Description	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$90,000.00	
Propane In Tank	\$512.00	
Earnest Money		\$1,000.00
Prorations		
County taxes 1/1/2013 to 5/30/2013 @ \$1,013.13/Year		\$413.50
Title Charges		
Settlement Fee to TitleOne Corporation	\$210.00	
Government Recording and Transfer Charges		
Recording fees: Mortgage \$25.00	\$25.00	
Totals	\$90,747.00	\$1,413.50

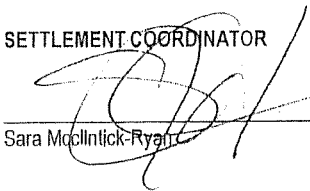
Balance Due FROM Buyer: \$89,333.50

APPROVED AND ACCEPTED

BUYER(S)


JEFFREY D. PEPER

SETTLEMENT COORDINATOR


Sara MacIntick-Ryan

4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates, if any, and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
7. These instructions are effective for **15 days** from the date hereof, and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.
10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.
11. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
12. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
13. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
14. Buyer and Seller acknowledge and agree that Escrow Holder will rely on the payoff amount provided by Seller's lender prior to closing as being the entire and final amount due to Seller's lender in closing the real estate transaction hereunder ("Transaction"). If Seller's lender demands after closing (1) that Escrow Holder pay Seller's lender additional funds or fees that were not otherwise included in the payoff amount provided to Escrow Holder prior to closing, or (2) refuses to reconvey or release its security interest in the real property for any reason whatsoever then Buyer and Seller agree as follows:

Escrow Closing Instructions

(Purchase)

Escrow No. 13222861

Date: May 29, 2013

To: TitleOne Corporation

Before close of escrow Jim Lambert and Debbie Lambert, husband and wife deposited, or will deposit with you, under these instructions, the following:

- (x) Fully-executed Warranty Deed in favor of Buyer herein
- (x) HUD-1 Closing Statement/Escrow Closing Statement
- (x) 1099 Form
- (x) Tax Agreement
- () Loan documents required by Lender
- (x) Affidavit and Indemnity as to Debts, Liens and Possession

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller \$90,000.00 subject to any charges and/or credit authorized herein.

Jeffrey D. Peper an unmarried man deposited, or will deposit with you, a cashier's check or other certified funds as required to comply with these instructions, and the following:

- (x) HUD-1 closing statement/Escrow Closing statement
- (x) Tax Agreement
- () Loan documents required by lender

Earnest money in the amount of \$1,000.00 has been deposited with Garden Valley Properties, LLC by the buyer.

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

- a. When you are in a position to issue, or have issued, an ALTA policy (or policies) of title insurance insuring the buyer (or as otherwise hereinafter provided) in the form as follows:

ALTA Owners Policy (6/17/06): Standard Coverage

in the amount of \$90,000.00 on the real property described in Title Commitment No. 13222861, which the undersigned have read and approved, which will show record title vested in: Jeffrey D. Peper an unmarried man , free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and Exceptions 7, 9-16, as set forth in above referenced Title Commitment dated April 29, 2013.

- b. Then you are instructed to disburse deposited funds pursuant to the escrow closing statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. Escrow Holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content, and terms and have been approved for use in this escrow:

Documents Prepared By Escrow: Warranty Deed

2. You are instructed to prorate as of May 30, 2013 the following: Taxes, and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on 2013 Estimated taxes in the amount of \$1,013.13. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.
 3. All water and utility charges will be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.



1101 W. River Street, Suite 201
Boise, ID 83702
Ph. (208) 424-8511
Fx. (208) 424-0049
www.titleonecorp.com

Tax Agreement

Escrow No. 13222861

Date: 29th day of May, 2013

To: TitleOne Corporation

The undersigned buyer and seller hereby instruct Escrow Holder to prorate annual property taxed based on 2013 Estimated annual taxes in the amount of \$1,013.13.

If this property is new construction the taxes have been prorated on lot value only. The buyer shall be responsible for the occupancy tax at year end.

Should the actual tax bill be *greater* than \$1,013.13, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Seller herein acknowledges they will be responsible for any additional tax proration payment due Buyer herein outside of escrow, without further instruction and/or authorization from the undersigned.

Should the actual tax bill be *less* than \$1,013.13, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Buyer herein acknowledge they will be responsible for any additional tax proration payment due Seller herein outside of escrow, without further instruction and/or authorization from the undersigned.

Buyer and/or Seller have the right to request a copy of the current year's tax bill directly from the county treasurer for the county in which the real property lies.

The undersigned parties understand that should Seller have abandoned their Homeowners Exemption prior to April 15, that such abandonment may not be properly reflected in the above prorated amount and that the undersigned parties acknowledge it will be their sole responsibility outside of escrow to rectify any difference in the prorated amount resulting therefrom.

TitleOne Corporation is hereby held harmless and assumes no liability for the same.

Buyer: Jeffrey D. Peper
Jeffrey D. Peper

Seller: Jim Lambert
Jim Lambert
Debbie Lambert
Debbie Lambert



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Homeowner's Exemption Disclaimer

Escrow No.: 13222861

Property Address: 4 Judy Dr, Lowman, ID 83637

The undersigned, hereby acknowledges and accepts that as an accommodation in closing the above referenced transaction, TitleOne Corporation has provided a Homeowner's Exemption form (if one is available in your County).

The undersigned understands that this transfer may affect the Homeowner's Exemption on your property taxes and the Assessor in your county may require a re-application for the exemption.

The undersigned understands and accepts that it is their sole responsibility to fill out, deliver and/or file said exemption form with the appropriate agency or department.

TitleOne Corporation is hereby held harmless for any loss, or claim for loss, resulting from any application for the Homeowners Exemption which is incomplete, filed with the wrong agency or department, or not filed within the proper deadline.

J B The above referenced real property will be non-owner occupied.
(Initials)

Date: 29th day of May, 2013

Jeffrey D. Peper
Jeffrey D. Peper



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Boise, ID 83702
Ph. (208) 424-8511
Fx. (208) 424-0049
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Acknowledgment and Approval of Title Commitment, CCR's, and Plat Map

To: TitleOne Corporation

Order Number: 13222861

Legal Description: Lot 3 of Joe Lewis Subdivision, according to the plat thereof, filed under Instrument No. 63347, official records of Boise County, Idaho.

Property Address: 4 Judy Dr, Lowman, ID 83637

The undersigned buyer herein acknowledges receipt of the title commitment, CCR's, and plat map to the real property referenced above. The undersigned further acknowledge they have read and approved said title commitment, CCR's, and plat map and hold TitleOne Corporation harmless and without liability for the same.

Date: May 29, 2013

Jeffrey D. Peper

Privacy Policy Notice

June 30, 2001

Dear TitleOne Corporation Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes title insurance agencies. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information. The following statement is the privacy policy of TitleOne Corporation:

What kinds of information we collect. Most of TitleOne Corporation's business is title insurance and escrow services. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balance, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write us.

How we use this information. TitleOne Corporation does not share your information with marketers outside its own family of companies. There is no need to tell us to keep your information to ourselves because we share your information only to provide service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.