

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

APR 30 2013

DEPT. OF WATER RESOURCES
SOUTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
37-7310	Yes ☒		Yes ☐		Yes ☐
37-21267	Yes ☒		Yes ☐		Yes ☐
37-353B	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Farmers National Bank Wendell Office
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Vince Richard
Name of each new owner as listed on the conveyance document
- Marie Warberg
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or
- P O Box 3846
Mailing address
- Hailey ID 83333
City State ZIP
- 541 403 1115
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: March 27, 2012

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: [Signature] Title, if applicable _____ Date 4/28/13
Signature of new owner/claimant
- Signature: [Signature] Title, if applicable _____ Date 4.28.13
Signature of new owner/claimant

For IDWR Office Use Only:

Received by BW Date 4/30/2013 Receipt No. 5033221 Receipt Amt. _____
Approved by _____ Processed by _____ Date _____

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA
IN FILE # 37-353B



April 6, 2012

Vince Richard
Ann Marie Warberg
PO Box 3846
Hailey, ID 83333-3846

RE: Our Order No. 60425
Policy No. 81306-85772740
Lots 4A & 6A, of Lots 4A, 5A and 6A, Dean Ranch Subdivision

Dear Richard & Ann:

Enclosed are your Title Insurance Policy and the recorded Warranty Deed on the property you recently purchased.

If you refinance, build on, or sell this property within the next two years, you may be due a credit towards the premium on the new title policy.

HOMEOWNERS EXEMPTIONS - If you intend to reside on the property as your primary residence, you are allowed a Homeowners Exemption against your Real Property Taxes. Applications should be made to the Blaine County Assessors office as soon as you occupy the property.

TAX NOTE - The County Tax Office may not send you a tax bill in time for the next payment. The first half becomes delinquent December 21 and the second half becomes delinquent the following June 21. Be sure to contact the tax office if you do not receive a billing.

We thank you for the opportunity to be of service to you and look forward to doing business with you in the future.

Very truly yours,

AMERITITLE

Kara Ambrose
Title Officer

KA

Attachment(s)

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Commonwealth Land Title Insurance Company

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

COVERED RISKS

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

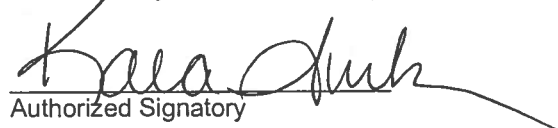
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity,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

- federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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

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

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

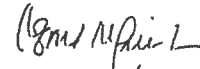

Authorized Signatory
Kara Ambrose

ID2113 60425
Amerititle
171 W 6th Street
Ketchum, ID 83340
Tel: (208) 726-4595
Fax: (208) 726-1062

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By



ATTEST

President



Secretary



Form No. 81306
(06/17/06)
ALTA Owner's Policy

ORDER NO. 60425

POLICY NO. 81306-85772740

SCHEDULE A

Amount of Insurance: **\$114,000.00**

Premium: **\$647.00**

Total: **\$647.00**

Date of Policy: **March 27, 2012 at 05:49 PM**

1. Name of Insured:

VINCE RICHARD and ANN MARIE WARBERG

2. The estate or interest in the land is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

VINCE RICHARD and ANN MARIE WARBERG, husband and wife

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

Lots 4A and 6A of LOTS 4A, 5A AND 6A, DEAN RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 580302, records of Blaine County, Idaho.

ORDER NO. 60425

POLICY NO. 81306-85772740

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

PART I

SECTION 1

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to lien, for services, labor, or material 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 or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SECTION 2

1. General taxes for the year 2012, an accruing lien that is not assessed at this time. Upon assessment, the first half is due and payable on or before December 20, 2012 and the second half is due and payable on or before June 20, 2013.
2. Easements as shown on the recorded plat of Dean Ranch Subdivision, recorded as Instrument No. 169670.

Form No. 81306
(06/17/06)
ALTA Owner's Policy

ORDER NO. 60425

POLICY NO. 81306-85772740

3. Easements, Restrictions, Requirements and Notes as shown on the recorded plat of Lots 4A, 5A and 6A, Dean Ranch Subdivision, recorded as Instrument No. 580302.
4. Declaration of Utility Easement recorded February 24, 2012, as Instrument No. 595059.

END SCHEDULE B

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable

consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters



affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

Form 81306

Reorder 1190-127

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4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing

DbI Cover – ALTA Owner's Policy (06/17/06)

NJRB 1-15 Effective: 2/15/07 Revised: 9/10/07



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

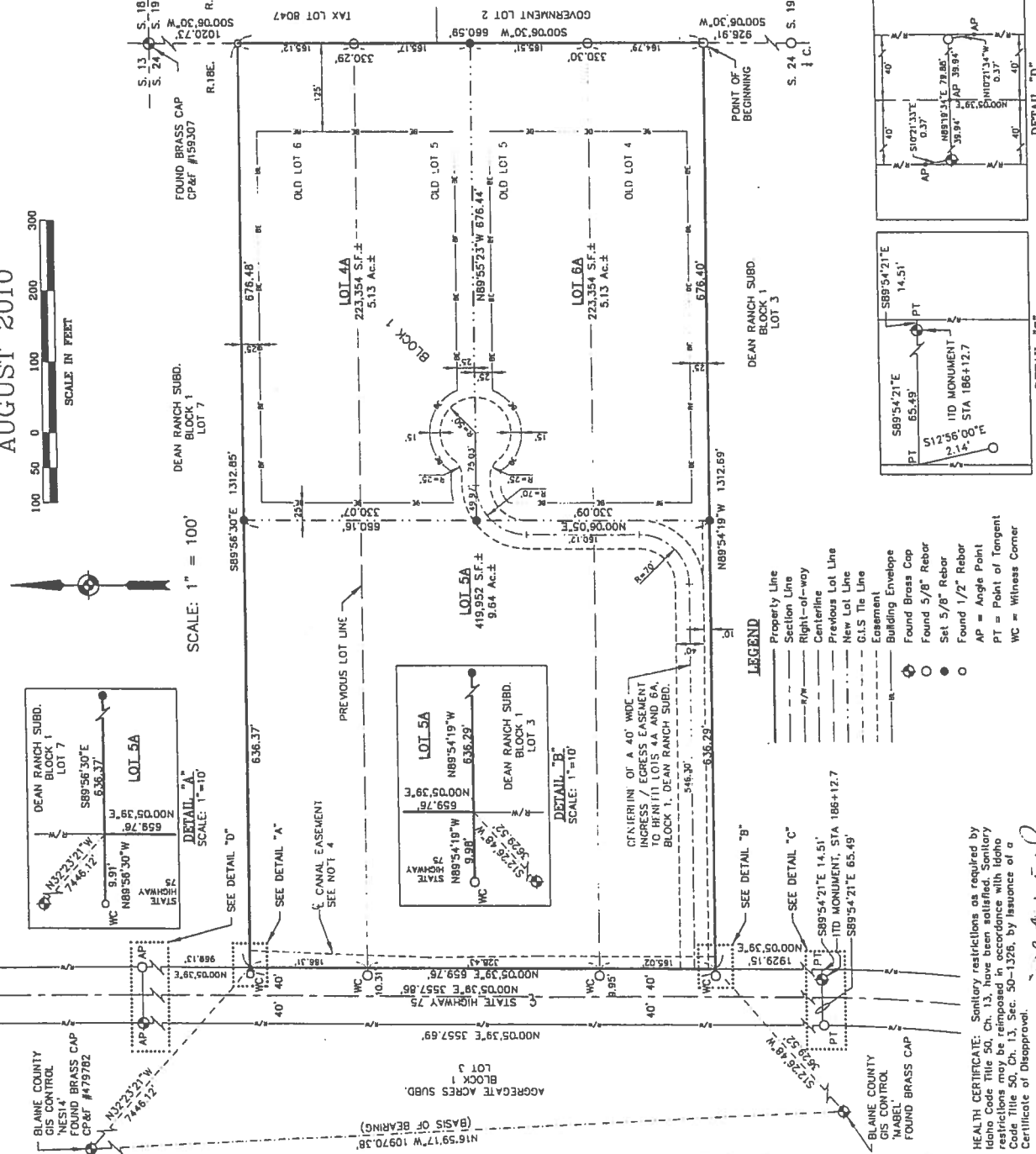
Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: P.O. Box 45023, Jacksonville, FL 32232-5023.

LOTS 4A, 5A, AND 6A, DEAN RANCH SUBDIVISION
WHEREIN THE LOT LINES BETWEEN LOTS 4, 5, AND 6, DEAN RANCH SUBDIVISION ARE SHIFTED
LOCATED WITHIN SECTION 24, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

AUGUST 2010

NOTES

1. Fire protection requirements are those of the Wood River Fire Protection District, the adopted Blaine County Fire Protection Ordinance including, but not limited to water supply, access roads, (including turnarounds) and clear zones and shall be complied with prior to final approval of building permits applications.
2. Existing home on Lot 5A is legal non-conforming dwelling with regards to the Scenic Highway Overlay District.
3. A forty foot access easement to benefit lots 4A and 6A as shown.
4. A canal maintenance easement of thirty feet centered on the canal shown hereon exists.
5. All residential buildings are to be within established Building Envelope basis.
6. Water rights shall be apportioned to individual lots on a pro rata basis.
7. MARKET DISCLOSURE: This property includes and is adjacent to active agricultural uses, which may involve activities occurring during the day or night. These activities may result in the production of noise, odors, and dust and may involve lights, aerial spraying, machinery and other inconveniences. All deeds conveying title to this property will contain a restriction prohibiting property and/or agricultural operations will contain a restriction prohibiting agricultural operations occurring within the County located agricultural operations occurring within the County.
8. DEED RESTRICTION: All deeds conveying title to real property within this subdivision shall include the following deed restriction: "Each owner of the property, or any portion thereof, covenant and agree for the Grantor and Grantee's heirs, executors and assigns, to not challenge any existing or new agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or may be used in the future, and to convey any right, title of interest in this property or any portion thereof."
9. GRANTEE'S ACKNOWLEDGMENT AND WAIVER: each Grantee shall, contemporaneously with the execution of any deed conveying title to real property within this subdivision, sign and record with the Blaine County Recorder the following acknowledgment and waiver, which shall be duly acknowledged by a notary public: "I, the undersigned, do hereby acknowledge and agree that the property described in Exhibit A (legal description of property) is either located in, or adjacent to, an agricultural zone, and that lawful activities involving lights, aerial spraying, machinery and other dust, and may result in the production of noise, odors and dust, and may involve lights, aerial spraying, machinery and other inconveniences. Each of the undersigned acknowledges that the conveying title will contain a restriction that will prohibit challenging all agricultural uses or operations authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or may be used in the future, and to convey any right, title of interest in the property described in Exhibit A. Each of the undersigned, for the benefit of any owner of real property within the County, hereby waives any right or cause of action the undersigned may have under law to challenge any such lawful occurring or authorized agricultural uses or operations."
10. Septic systems shall be with risers, out-flow filters and drainfield inspection ports on each system.
11. All new utilities shall be placed underground.



South Central Public Health District Dept., EHS

Date

RANDALL K. FRENCH, P.L.S. 9561 Job No. 8747

THIS MAP IS A PHOTOGRAPHIC REPRODUCTION OF THAT ON FILE IN EITHER THE RECORDER'S OFFICE OR THE SURVEYOR'S OFFICE.
THE COUNTY ENGINEER NOT BE RESPONSIBLE FOR ANY VIOLATION OF ANY WITH ANOTHER OR RE-SURVEY. COURTESY OF AMERITITLE.

LOTS 4A, 5A, AND 6A
DEAN RANCH SUBDIVISION
CALERA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 2



Order No. 0060425

Instrument # 595950

HAILEY, BLAINE, IDAHO
03-27-2012 5:49:00 PM No. of Pages: 1
Recorded for: AMERITITLE KETCHUM
JOLYNN DRAGE Fee: \$10.00
Ex-Officio Recorder Deputy: mpp
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received,

Farmer's National Bank

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Vince Richard and Ann Marie Warberg, husband and wife

GRANTEE(s), whose address is: P.O. Box 3846, Hailey, ID 83333

the following described real property, to-wit:

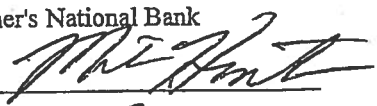
Lots 4A and 6A of Lots 4A, 5A and 6A, Dean Ranch Subdivision, according to the official plat thereof, recorded as Instrument No. 580302, records of Blaine County, Idaho.

Each Grantee taking this property, or any portion thereof, covenant and agree for the Grantee and Grantee's heirs, executors and assigns, to not challenge any existing or new agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or maybe lawfully occurring, or authorized by any government agency, as of the date of each deed conveying any right, title or interest in this property or any portion thereof.

TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 26 day of March, 2012.

Farmer's National Bank

By: 

Its: 

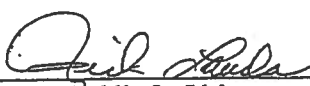
STATE OF IDAHO)

)ss

COUNTY OF)

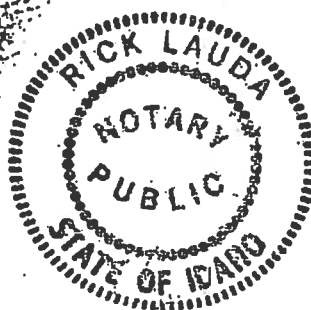
On this 26 day of March, 2012, before me, Rick Lauda, the undersigned Notary Public in and for said State, personally appeared Mike Hamilton, known or identified to me to be the President of Farmer's National Bank and that the within and foregoing instrument was signed in behalf of said corporation and acknowledged to me that such corporation executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho

Residing at: Buhl, Idaho

My Commission Expires: 10/19/2017





Order No. 0060425

WARRANTY DEED

This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.
Submitted by: AMERITITLE

For Value Received,

Farmer's National Bank

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Vince Richard and Ann Marie Warberg, husband and wife

GRANTEE(s), whose address is: **P.O. Box 3846, Hailey, ID 83333**

the following described real property, to-wit:

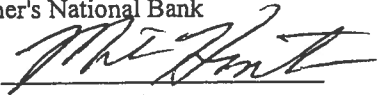
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TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 26 day of March, 2012.

Farmer's National Bank

By: 

Its: President

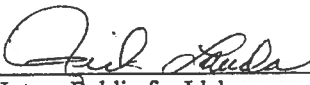
STATE OF IDAHO)

)ss

COUNTY OF)

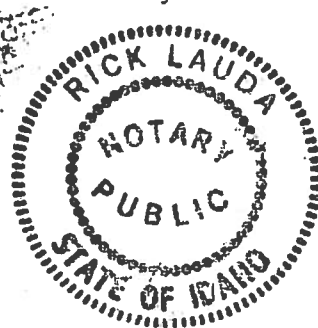
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In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho

Residing at: Buhl, Idaho

My Commission Expires: 10/19/2017



(2)

KE0060425

Instrument # 595951

HAILEY, BLAINE, IDAHO
03-27-2012 5:50:00 PM No. of Pages: 1
Recorded for: AMERITITLE KETCHUM
JOLYNN DRAGE Fee: \$10.00
Ex-Officio Recorder Deputy: mpp
Electronically Recorded by Simplifile

ACKNOWLEDGMENT AND WAIVER

The undersigned acknowledge and agree that the property described as:

Lots 4A and 6A of LOTS 4A, 5A AND 6A, DEAN RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 580302, records of Blaine County, Idaho.

is either located in, or near, an agricultural zone, and that lawful activities within an agricultural zone may occur during the day or night, and may result in the production of noise, odors and dust, and may involve lights, aerial spraying, machinery and other inconveniences. Each of the undersigned acknowledges that the conveying title will contain a restriction that will prohibit challenging all agricultural uses or operations authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or may be lawfully occurring, or authorized by any government agency, as of the date of each deed conveying any right title or interest in the property described in Exhibit A. Each of the undersigned, for the benefit of any owner of real property within the County, hereby waives any right or cause of action the undersigned may have under law to challenge any such lawfully occurring or authorized agricultural uses or operations.

Dated this 27 of March, 2012.

★ Vince Richard
Vince Richard

Anne Marie Warberg
Anne Marie Warberg

State of Idaho)
County of Blaine)ss

★ On this 27 day of March, 2012, before me, F. Paige McAllister, the undersigned Notary Public in and for said State, personally appeared Vince Richard and Anne Marie Warberg, 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.

F. Paige McAllister
Notary Public
Residing at: Ketchum, ID
Commission Expires: 3/12/13



KE0060425

ACKNOWLEDGMENT AND WAIVER

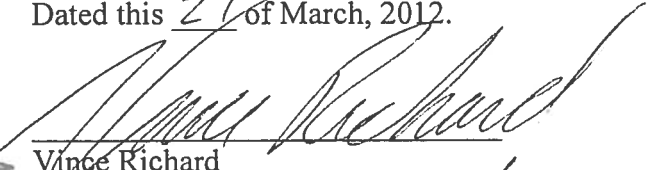
This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.
Submitted by: AMERITITLE

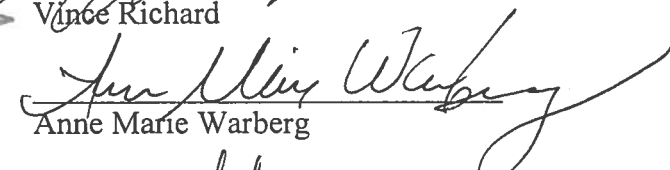
The undersigned acknowledge and agree that the property described as:

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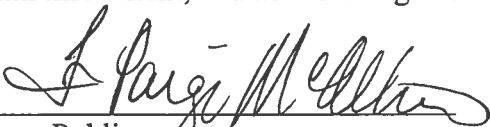
Dated this 27 of March, 2012.


Vince Richard


Anne Marie Warberg

State of Idaho)
County of Blaine)ss

On this 27 day of March, 2012, before me, F. Paige McAllister, the undersigned Notary Public in and for said State, personally appeared Vince Richard and Anne Marie Warberg, 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.


Notary Public
Residing at: Letchem, ID
Commission Expires: 3/12/13

