Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
MAR 06 2023
DEPARTMENT OF WATER RESOURCES

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AUG 09 2022
WATER RESOURCES WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
51-7135	Yes ☐	Yes ☐		Yes ☐	Yes ☐
51-7194	Yes ☐	Yes ☐		Yes ☐	Yes ☐
51-10220	Yes ☐	Yes ☐		Yes ☐	Yes ☐
51-7138	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: David Herold Justin Herold
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Mathew Olivas
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   315 EST AV H | Jerome | ID | 83338
   Mailing address | City | State | ZIP

   208-404-6190 | worldfirst4me@gmail.com
   Telephone | Email

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

5. Date you acquired the water rights and/or claims listed above: March 26, 2019.

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

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

8. Signature: _____ | _____ | 8-9-22
   Signature of new owner/claimant | Title, if applicable | Date

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

For IDWR Office Use Only:

Receipted by LG Date 08/09/2022 Receipt No. W050671 Receipt Amt. $100.00

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

Name on W-9 _____ Approved by _____ Processed by dj Date 3/15/23

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MAR 17 2023

NX10-0311324/166NXT
PTC-675926

Instrument # 299219
MURPHY, OWYHEE, IDAHO
2019-03-26 01:43:23 No. of Pages: 5
Recorded for: PIONEER TITLE COMPANY/OWYH
ANGELA BARKELL Fee: $15.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received

JUSTIN MICHAEL HEROLD ALSO KNOWN AS JUSTIN HEROLD AND LAUREN MICHELLE HEROLD, HUSBAND AND WIFE, AND DAVID AUSTIN HEROLD ALSO KNOWN AS DAVID HEROLD, AN UNMARRIED MAN

the Grantors do hereby grant, bargain, sell, convey and warrant unto

MATTHEW OLIVAS, A MARRIED MAN

the Grantee whose current address is:

201 East Main Street, Jerome, ID 83338

the following described premises, to-wit:

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Justin Michael Herold by
David Austin Herold his attorney in Fact

* _____
Justin Michael Herold by David Austin Herold his Attorney in Fact

* _____
David Austin Herold

* _____
Lauren Michelle Herold

See Attached for Notary Public

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MAR 17 2023

NX10-0311324/166NXT
PTC-675926

WARRANTY DEED

For Value Received

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Justin Michael Herold by
David Austin Herold his attorney in Fact

*

Justin Michael Herold by David Austin Herold his Attorney in Fact

*

David Austin Herold

*

Lauren Michelle Herold

Pre Attached
for
Notary Public

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MAR 17 2023

State of California

ss.

County of Contra Costa

On this 21st **day of March, 2019**, before me, the undersigned, a Notary Public, in and for said State, personally appeared **DAVID AUSTIN HEROLD**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

M Rogan

Notary Public

Residing at:

[illegible] Attached
for
Notary Public

Commission Expires:

State of _____ , _____ County, ss.

On this day of March, in the year of 2019, before me the undersigned Notary Public in and for said State, personally appeared David Austin Herold, known or identified to me to be the person whose name is subscribed to the within instrument at the attorney in fact of Justin Michael Herold, and acknowledged to me that he/she subscribed the name of Justin Michael Herold thereto as principal, and his/her own name at attorney in fact.

_____

Residing at: _____

My Commission Expires: _____

SCANNED
MAR 17 2023

On this _____ **day of March, 2019**, before me, the undersigned, a Notary Public, in and for said State, personally appeared Lauren Michelle Herold, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

_____

Notary Public

Residing at:

See Attached
for
Notary Public

Commission Expires:

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CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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

State Of: **California**
County Of: **Contra Costa**

On March 21, **2019** before me, **Haresh M. Rajani,** Notary Public, personally appeared, Lauren Michelle Herold and David Austin Herold — who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~she/he~~/ they executed the same in ~~her/his~~/ their authorized capacity(ies), and that by ~~her/his~~/ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

HARESH M. RAJANI
COMM. #2224670
Notary Public - California
Contra Costa County
My Comm. Expires Dec. 8, 2021

Signature: **Haresh M. Rajani**

Seal

Title of Document: Warranty Deed

Total Number of Pages including Attachment: _____

Notary Commission Expiration Date: Dec. 8th, 2021

Notary Commission Number: 2224670

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EXHIBIT A

A parcel of land in the Northwest Quarter of Section 24, Township 16 South, Range 9 East, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of Section 24, Township 16 South. Range 9 East, Boise Meridian; thence running
South 0°12'33" West for a distance of 358.0 feet to a point; thence running
South 35°36'34" East for a distance of 512.9 feet, said point is the TRUE POINT OF BEGINNING, said point is also the Southwest corner of Lot 1, Block 12 of Murphy Hot Springs Subdivision No. 1 as recorded in Owyhee County Courthouse; thence
South 26°30' East for a distance of 124.28 feet; thence
North 56°28' East for a distance of 189.61 feet: thence
North 46°27' West for a distance of 128.32 feet to a point, which lies on the
Southerly boundary of said Murphy Hot Springs Subdivision No.1: thence
South 55°47' West for a distance of 145.43 feet, along the Southerly boundary
of Lot 1, Block 12. Murphy Hot Springs Subdivision No. 1 to the TRUE POINT OF BEGINNING.

SAID PARCEL IS ALSO DESCRIBED OF RECORD AS:
A parcel of land in the Northwest Quarter of Section 24, Township 16 South, Range 9 East, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 24, said point lies North 89°14'22" West 2645.56 feet from the North Quarter corner of Section 24; thence
South 20°06'23" East 829.87 feet to a found 5/8" rebar at the most Southerly corner of Lot 1, Block 12, "Murphy Hot Springs Subdivision No. 1" Owyhee County Records, and being the REAL POINT OF BEGINNING; thence
North 56°37'20" East 145.62 feet (shown of record to be North 55°47 East 143.43 feet) along the Northerly boundary of that Parcel of land described in Deed Instrument No. 124644 Owyhee County Records; thence
South 72°36'05" East 26.67 feet along the Mean High Water line on the left bank of the East fork of the Jarbidge River; thence
South 59°30'52" East 34.06 feet along said Mean High Water line; thence
South 39°11'35" East 37.10 feet along said Mean High Water line; thence
South 23°03'57" East 37.86 feet along said Mean High Water line; thence
South 57°19'32" West 2.00 feet to the most Easterly corner of that parcel of land described in Deed Instrument No. 124644 Owyhee County Records; thence continuing
South 57°19'32" West 189.16 feet along the Southerly boundary of said Deed (shown of record to be South 56°28" West 189.61 feet) to the most Southerly corner of said Deed; thence
North 25°39'39" West 124.18 feet along the Westerly bounddry of said Deed (shown of record to be North 26°30' West 124.28 feet) to the REAL POINT OF BEGINNING.

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OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-11662330

Issued by Old Republic National Title Insurance Company

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to-
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Canyon County
100 10th Avenue South
Nampa, ID 83651

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(512) 371-1111

By _____ President

Attest _____ Secretary

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COVERED RISKS Continued

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.

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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.

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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 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.

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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.

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MAR 17 2023

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 therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

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

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

18. NOTICES, WHERE SENT

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

SCANNED
MAR 17 2023

PioneerTitleCo.
GOING BEYOND

Owner's Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 675926

Policy No.: OX-11662330

Address Reference: 58265 Cedar Point Drive,
Rogerson, ID 83302

Date of Policy: March 26, 2019 at 1:43PM
Amount of Insurance: $170,000.00
Premium: $892.00

Endorsement Premium: $0.00

Schedule A

1. Name of Insured:

   Matthew Olivas

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

   FEE SIMPLE

3. Title is vested in:

   Matthew Olivas, a married man, presumptively subject to the community property interest of spouse

4. The land referred to in the Policy is described as follows:

   See Exhibit A attached hereto and made a part hereof.

SCANNED
MAR 17 2023

Schedule B

EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties on 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 matter 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 a 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 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.

Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.
   Parcel No.: RP16S09E243510

2. Any adverse claim based upon the assertion that:
   A. Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Jarbidge River
   B. Some portion of said land has been created by artificial means or has accreted to such portion so created
   C. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Jarbidge River, or has been formed by accretion to such portion so created.

3. Right of the State of Idaho in and to the portion of said premises, if any, lying in the bed or the former bed of the Jarbidge River.

4. Covenants, conditions, restrictions and easements contained in Deed.
   Recorded: December 2, 1969
   Instrument No.: 124644

SCANNED
MAR 17 2023

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
   In Favor of: John B. Thompson and Margaret Q. Thompson
   Purpose: Ingress and Egress
   Recorded: December 2, 1969
   Instrument No.: 124644
   Affects: A strip of land 12 feet in width, extending from an existing public roadway to the Thompson Bridge, located on the East Fork of the Jarbidge River.

   Amended Easement recorded October 14, 1971 as Instrument No. 130390, records of Owyhee County, Idaho.

6. Matters disclosed by Record of Survey
   Recorded: November 21, 2001
   Instrument No.: 237923
   Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

7. Matters disclosed by Record of Survey
   Recorded: October 31, 2002
   Instrument No.: 241492
   Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

8. Easements containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
   In Favor of: Janet B. O'Crowley
   Recorded: April 15, 2003
   Instrument No.: 243172

9. Right, Title, and Interest of Souse of Matthew Olivas.

10. A Deed of Trust to secure an indebtedness $125,000.00 as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
    Dated: March 25, 2019
    Grantor: Matthew Olivas
    Trustee: Nextitle
    Beneficiary: Justin M. Herold and David A. Herold
    Recorded: March 26, 2019
    Instrument No.: 299220

END OF EXCEPTIONS

SCANNED
MAR 17 2023

EXHIBIT A

A parcel of land in the Northwest Quarter of Section 24, Township 16 South, Range 9 East, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of Section 24, Township 16 South. Range 9 East, Boise Meridian; thence running
South 0°12'33" West for a distance of 358.0 feet to a point; thence running
South 35°36'34" East for a distance of 512.9 feet, said point is the TRUE POINT OF BEGINNING, said point is also the Southwest corner of Lot 1, Block 12 of Murphy Hot Springs Subdivision No. 1 as recorded in Owyhee County Courthouse; thence
South 26°30' East for a distance of 124.28 feet; thence
North 56°28' East for a distance of 189.61 feet: thence
North 46°27' West for a distance of 128.32 feet to a point, which lies on the Southerly boundary of said Murphy Hot Springs Subdivision No.1: thence
South 55°47' West for a distance of 145.43 feet, along the Southerly boundary of Lot 1, Block 12. Murphy Hot Springs Subdivision No. 1 to the TRUE POINT OF BEGINNING.

SAID PARCEL IS ALSO DESCRIBED OF RECORD AS:
A parcel of land in the Northwest Quarter of Section 24, Township 16 South, Range 9 East, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 24, said point lies North 89°14'22" West 2645.56 feet from the North Quarter corner of Section 24; thence
South 20°06'23" East 829.87 feet to a found 5/8" rebar at the most Southerly corner of Lot 1, Block 12, "Murphy Hot Springs Subdivision No. 1" Owyhee County Records, and being the REAL POINT OF BEGINNING; thence
North 56°37'20" East 145.62 feet (shown of record to be North 55°47 East 143.43 feet) along the Northerly boundary of that Parcel of land described in Deed Instrument No. 124644 Owyhee County Records; thence
South 72°36'05" East 26.67 feet along the Mean High Water line on the left bank of the East fork of the Jarbidge River; thence
South 59°30'52" East 34.06 feet along said Mean High Water line; thence
South 39°11'35" East 37.10 feet along said Mean High Water line; thence
South 23°03'57" East 37.86 feet along said Mean High Water line; thence
South 57°19'32" West 2.00 feet to the most Easterly corner of that parcel of land described in Deed Instrument No. 124644 Owyhee County Records; thence continuing
South 57°19'32" West 189.16 feet along the Southerly boundary of said Deed (shown of record to be South 56°28" West 189.61 feet) to the most Southerly corner of said Deed; thence
North 25°39'39" West 124.18 feet along the Westerly bounddry of said Deed (shown of record to be North 26°30' West 124.28 feet) to the REAL POINT OF BEGINNING.

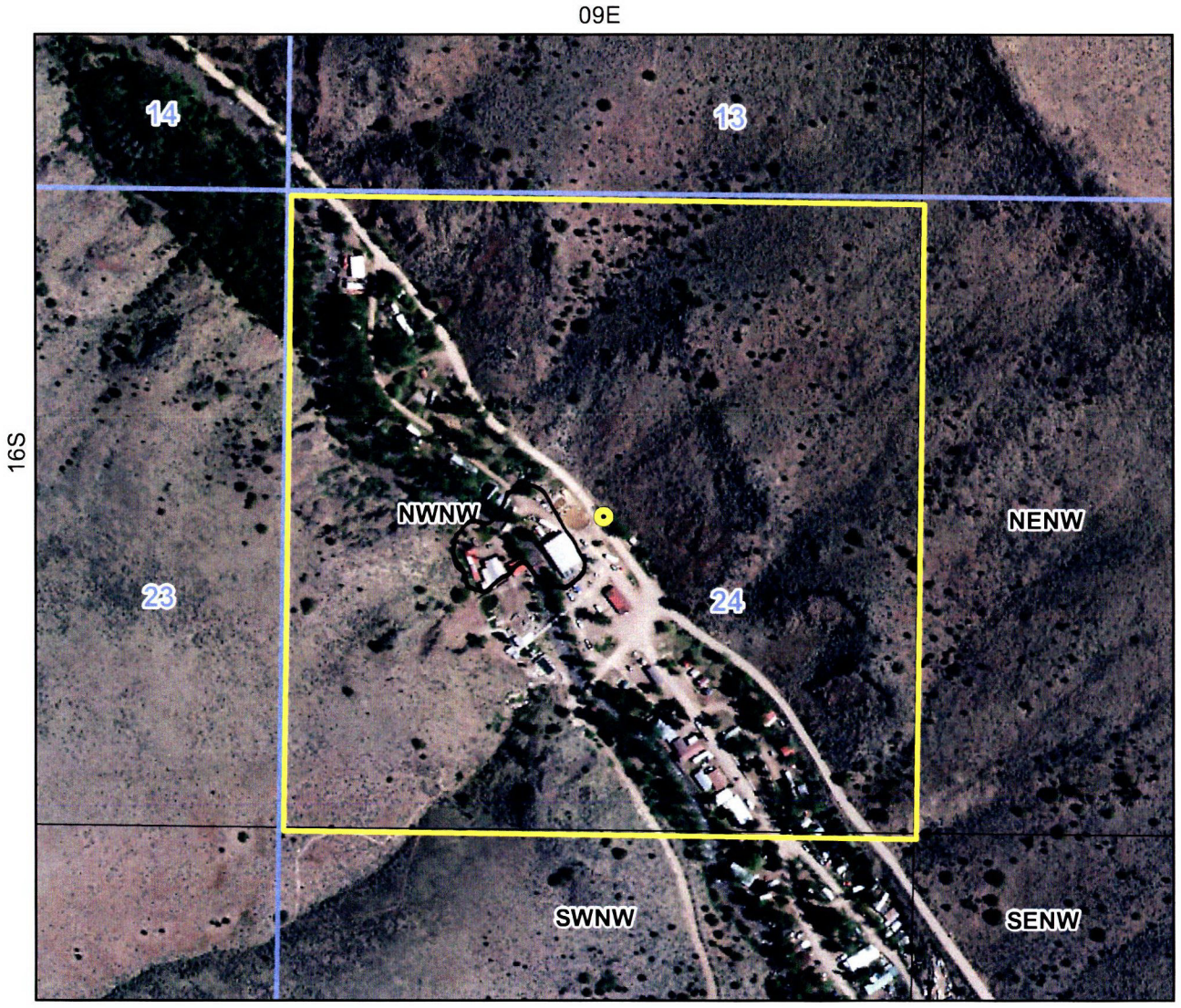
SCANNED
MAR 1 7 2022

State of Idaho
Department of Water Resources

Attachment to Water Right License

51-7135

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.045 0.09 0.18 Miles

N

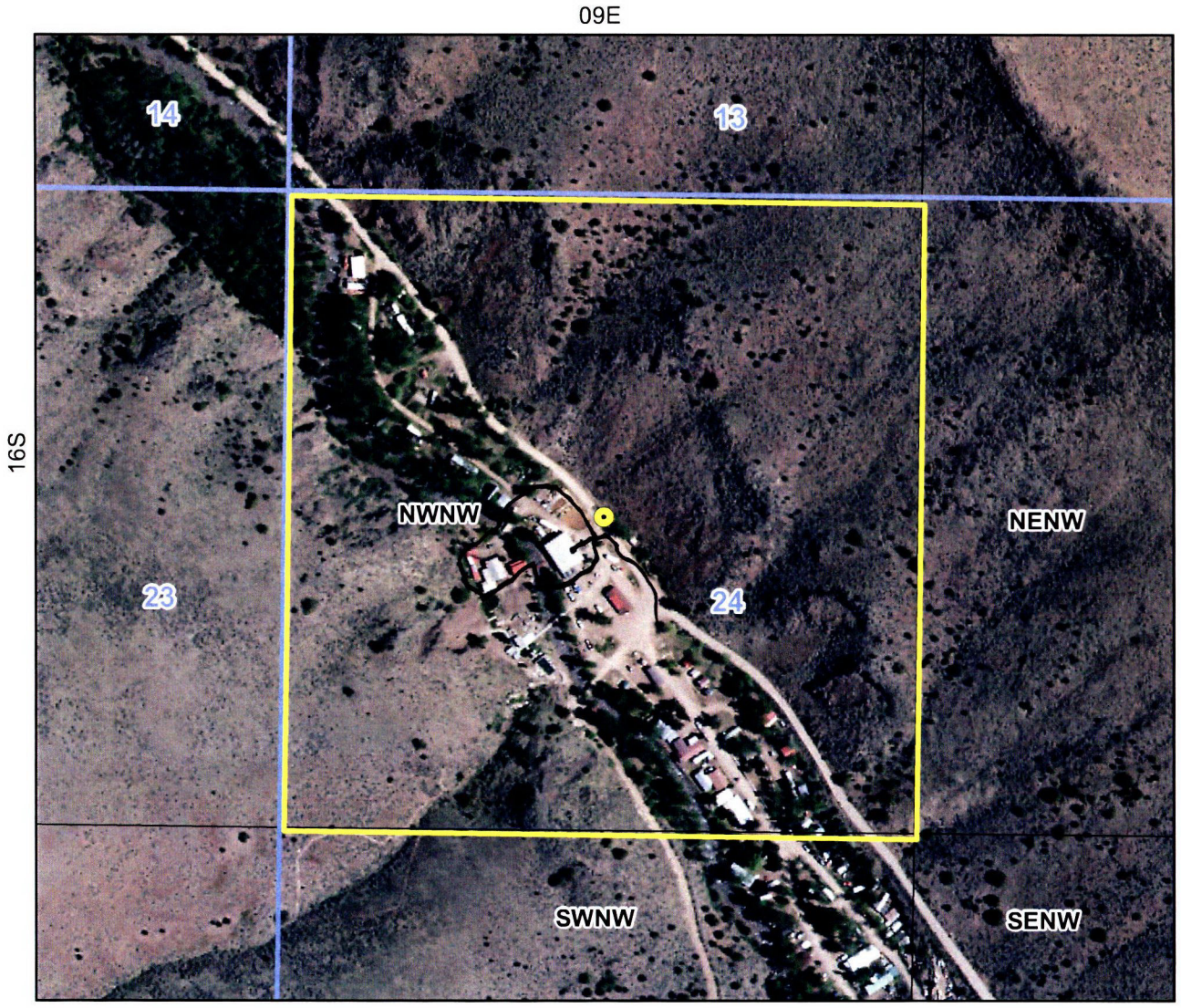
SCANNED
MAR 17 2022

State of Idaho
Department of Water Resources

Attachment to Water Right License

51-7194

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.045 0.09 0.18 Miles

N

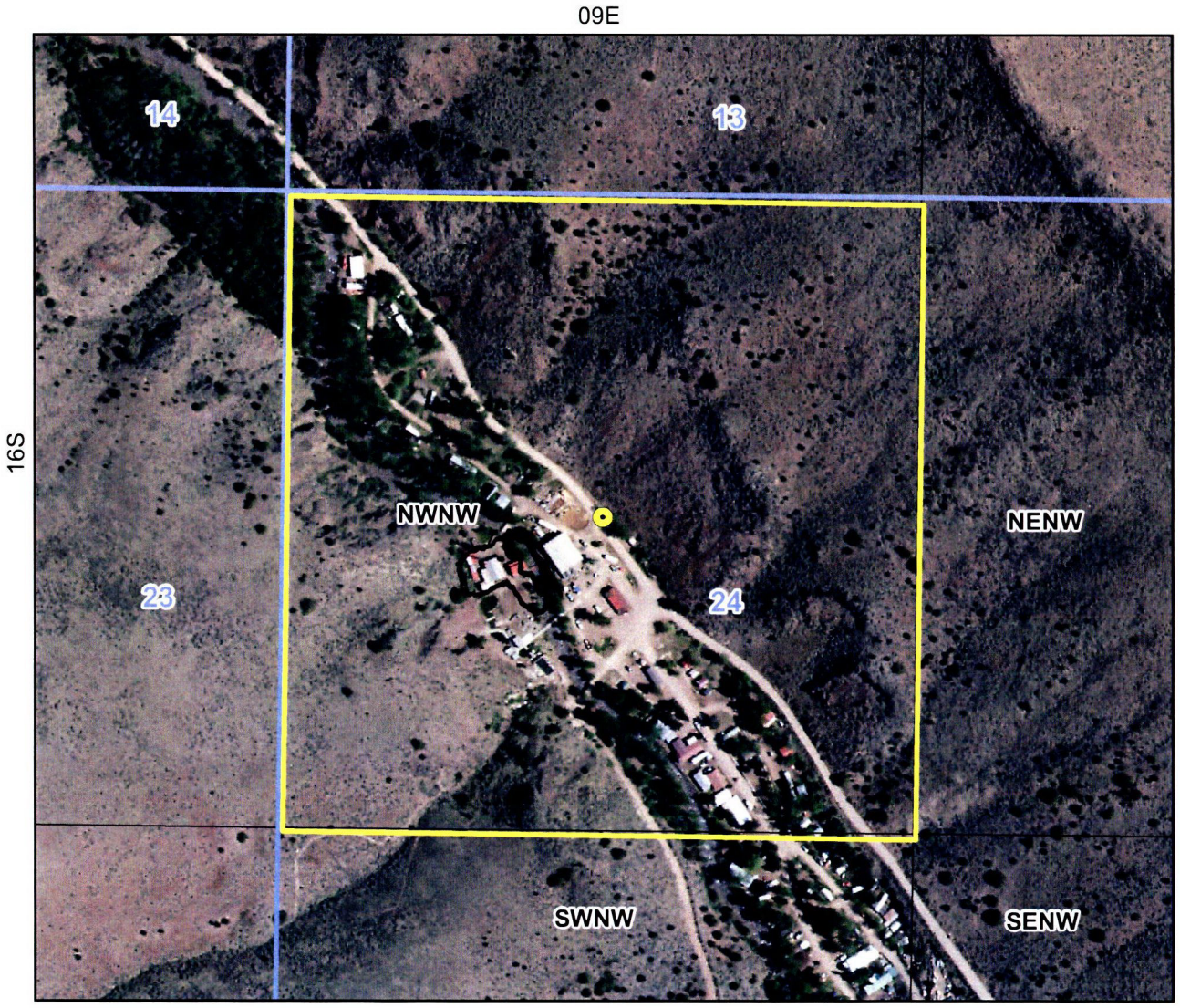
SCANNED
MAR 17 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

51-10220

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.045 0.09 0.18 Miles

N

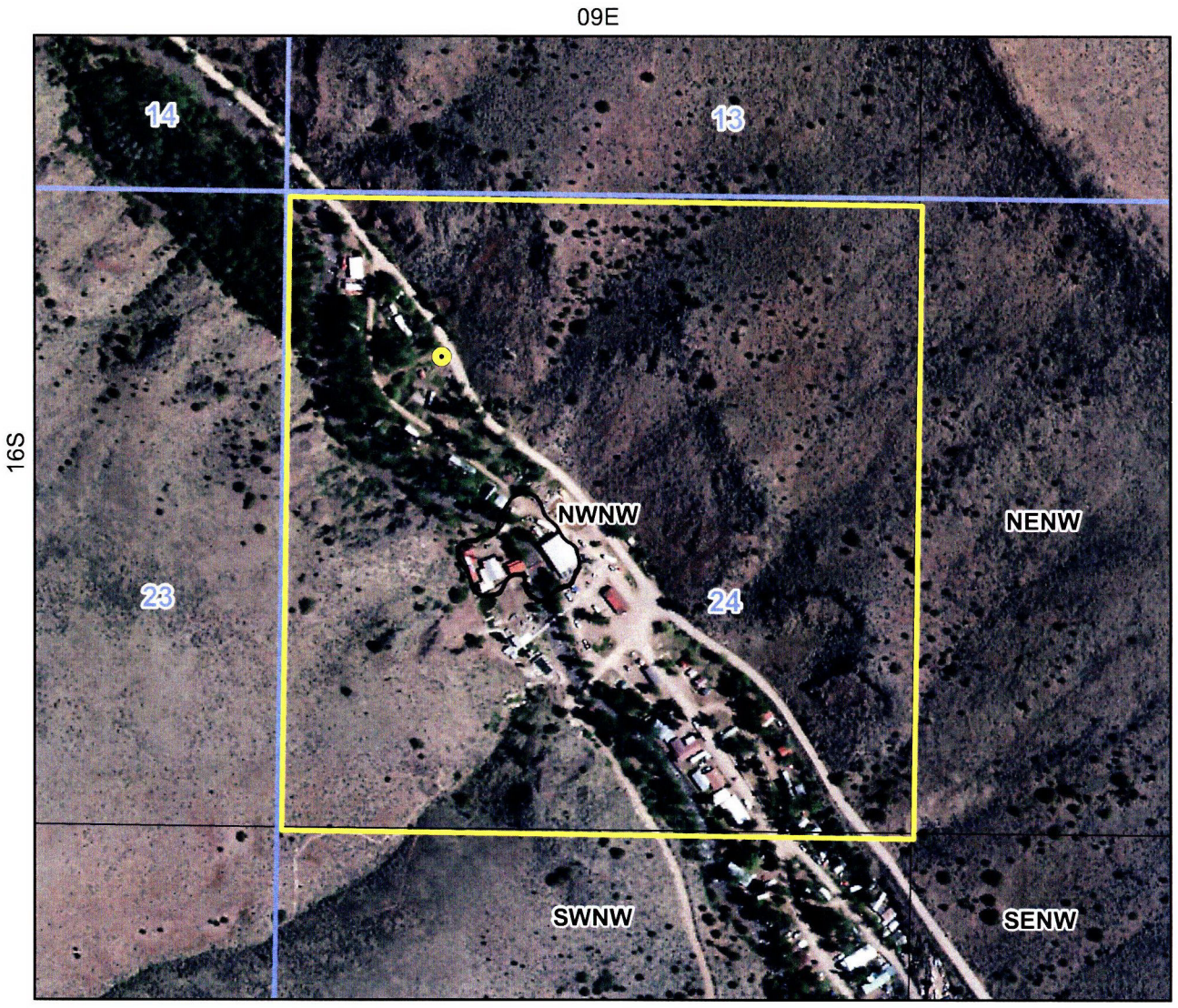
SCANNED
MAR 17 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

51-7138

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.045 0.09 0.18 Miles

N

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MAR 17 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

March 16, 2023

MATTHEW OLIVAS
315 E AVENUE H
JEROME ID 83338-3146

Re: Change in Ownership for Water Right Nos: 51-7135, 51-7138, 51-7194, & 51-10220

Dear Water Right Holder:

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

SCANNED
MAR 17 2023