Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
Sep 20, 2022
DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-450	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-4448	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-11287	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-11289	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-11290	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kylie Victoria Gressley and Scott R. Gressley
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): 1P410 Indian Valley, LLC
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   3039 W. Reflection (Mailing address) | Eagle (City) | ID (State) | 83616 (Zip)

   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: July 20, 2022.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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: _____ (Signature of new owner/claimant) | Manager, 1P410, LLC, Manager (Title, if applicable) | 8/8/2022 (Date)
   Stephan J. Cutter (Print name)

   Signature: _____ (Signature of new owner/claimant) | Manager, 1P410, LLC, Manager (Title, if applicable) | 8/8/2022 (Date)
   Clark Morton (Print name)

SCANNED
OCT 11 2022

For IDWR Office Use Only:

Receipted by KM Date 9-26-22 Receipt No. C114066 Receipt Amt. 125.

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

Name on W-9 _____ Approved by _____ Processed by _____ Date 10/6/22

Instrument # 140044
COUNCIL, ADAMS, IDAHO
07-22-2022 12:32:21 PM No. of Pages: 3
Recorded for: TITLEONE BOISE
SHERRY WARD Fee: $15.00
Ex-Officio Recorder Adam's County:
Indexed to: DEED

TitleOne
a title & escrow co.

Order Number: 22456677

Warranty Deed

For value received,

Scott R. Gressley and Kylie V. Gressley, husband and wife

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

1P410 Indian Valley, LLC, an Idaho limited liability company

whose current address is 3039 W. Reflection Eagle, ID 83616

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

SCANNED
OCT 11 2022

Dated: July 20, 2022

Scott R. Gressley

Kylie V. Gressley

State of Idaho, County of _Washington, ss.

On this 21st day of July in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott R. Gressley and Kylie V. Gressley, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Weiser, ID
My Commission Expires 5/27/2023:
(seal)

KATHY MCDONALD
COMMISSION #20638
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
OCT 11 2022

EXHIBIT 'A'

Parcel 1
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 14: N1/2NE1/4 and the SE1/4NE1/4
Section 11: SW1/4SE1/4, and a parcel of land located in the SE1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of said SE1/4SE1/4;
Thence South on and along the West line thereof to the Southwest corner of said SE1/4SE1/4;
Thence East along the South line thereof to the Southeast corner of said SE1/4SE1/4;
Thence traveling Northwest along a diagonal line to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 11: A parcel of land located in the NW1/4SW1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of the SW1/4SE1/4;
Thence East along the North line of said SW1/4SE1/4 a distance of 660 feet to a point;
Thence South, parallel to the West line of said SW1/4SE1/4, a distance of 360 feet to a point;
Thence West, parallel to the North line of the SW1/4SE1/4 a distance of 660 feet to a point;
Thence North, along the West line of the SW1/4SE1/4, a distance of 360 feet to the POINT OF BEGINNING.

Parcel 2
TOGETHER WITH AND SUBJECT TO an easement 50 feet in width for ingress and egress along an existing road following the South line of the NE1/4SW1/4 and along the West line of that certain parcel conveyed in Instrument No. 127030, all in Section 11 of Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

SCANNED
OCT 11 2022

TitleOne: Weiser
606 State St.
Weiser, ID 83672
(208) 414-1455

File Number: **22456677**
Sales Price: **$1,300,000.00**
Close Date: **7/21/2022**
Disbursement Date: **7/22/2022**

BUYER(S) CLOSING STATEMENT

Type: **Escrow Only**
Property: **2336 PETTY LN**
INDIAN VALLEY, ID 83632 (ADAMS)

Buyer(s): **1P410 INDIAN VALLEY, LLC, AN IDAHO LIMITED LIABILITY COMPANY**
3039 W. Reflection
Eagle, ID 83616

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	$1,300,000.00	
Deposit		$5,000.00
Earnest Money additional from 1P410 Indian Valley, LLC, an Idaho limited liability company		$5,000.00
Prorations		
County Taxes 1/1/2022 to 7/22/2022 @ $3534.85/Year 2 parcels		$1,956.27
Title Charges		
Title - Settlement or closing fee to TitleOne: Weiser $2,000.00	$1,000.00	
Title - Miscellaneous Title Charges - Wire Fees incoming to TitleOne: Weiser	$15.00	
Title - Miscellaneous Title Charges - E-Recording Fee to TitleOne: Weiser	$4.75	
Government Recording and Transfer Charges		
Recording fees: Deed $15.00	$15.00	
Totals	$1,301,034.75	$11,956.27

Balance Due FROM Buyer: $1,289,078.48

APPROVED AND ACCEPTED

BUYER(S)

1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

Stephen Sweeney, Manager

Clark Morton

Clark Morton, Manager

SETTLEMENT COORDINATOR Kathy McDonald

Kathy McDonald

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]9E9B

TitleOne
a title & escrow co.

606 State St.
Weiser, ID 83672
Ph. (208) 414-1455
Fx.
www.titleonecorp.com

Tax Agreement

Escrow No. 22456677
Date: 07/20/2022
To: TitleOne

The undersigned buyer and seller hereby instruct Escrow Holder to prorate annual property taxes, based on **2022 estimated** annual taxes in the amount of **$3,534.85 (2 parcels)**.

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

Should the actual tax bill be *greater* than **$3,534.85**, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Seller herein acknowledges they will be responsible for any additional tax proration payment due Buyer herein outside of escrow, without further instruction and/or authorization from the undersigned.

Should the actual tax bill be *less* than **$3,534.85**, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Buyer herein acknowledge they will be responsible for any additional tax proration payment due Seller herein outside of escrow, without further instruction and/or authorization from the undersigned.

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

The undersigned parties understand that should there be a change to the status of the Homeowner's Exemption, such change may not be properly reflected in the above prorated amount. The undersigned parties acknowledge it will be their sole responsibility outside of escrow to rectify any difference in the prorated amount resulting therefrom.

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

Buyer: 1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

DocuSigned by:
[redacted]
Stephen J. Cutter, Manager

DocuSigned by:
Clark Morton
Clark Morton, Manager

Seller: Scott R. Gressley
Scott R. Gressley

Kylie V. Gressley
Kylie V. Gressley

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]9E9B

TitleOne
a title & escrow co.

606 State St.
Weiser, ID 83672
Ph. (208) 414-1455
Fx.
www.titleonecorp.com

Release of Keys

Order Number: 22456677

X Key transfer to be handled between parties outside of escrow.

_____ Keys to be left at TitleOne for pick up.

It is the responsibility of both parties to communicate with each other on how key transfer is handled.

Scott R. Gressley

Kylie V. Gressley

1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

DocuSigned by:
[redacted]
Stephen J. Cutter, Manager

DocuSigned by:
Clark Morton
Clark Morton, Manager

_____ **Pick up:** Please call _____ when ready.

_____ Payette Branch
560 S. 16th St. Ste A
Payette, ID 83661

_____ Weiser Branch
606 State St.
Weiser, ID 83672

_____ **Other:** _____

Keys will not be available until after file has funded and recorded. Please note that our offices close at 5:00 pm.

Date: July 21, 2022

1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

_____
Stephen J. Cutter, Manager

_____
Clark Morton, Manager

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]D9E9B

TitleOne
a title & escrow co.

110 Illinois Ave., PO Box 563
Council, ID 83612
Ph. (208) 253-6144
Fx.
www.titleonecorp.com

Privacy Policy Notice

Rev. 1/7/2022

FACTS	WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TitleOne share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to https://www.realogytitle.com/privacypolicy

SCANNED
OCT 11 2022

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	We collect your personal information, for example, when you • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®,Realogy Brokerage Group LLC, Cartus and Realogy Title Group.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *TitleOne does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • *TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.realogytitle.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.realogytitle.com/privacypolicy

Buyer/Borrower Initial(s) DS DS CM

Seller Initial(s) SRG KNG

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]D9E9B

TitleOne
a title & escrow co.

606 State St.
Weiser, ID 83672
Ph. (208) 414-1455
Fx.
www.titleonecorp.com

Escrow Closing Instructions

(Purchase)

Escrow No. 22456677

Date: 07/20/2022

To: TitleOne

Before close of escrow **Scott R. Gressley and Kylie V. Gressley, husband and wife** deposited, or will deposit with you, under these instructions, the following:

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

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **$1,300,000.00** subject to any charges and/or credit authorized herein.

1P410 Indian Valley, LLC, an Idaho limited liability company deposited, or will deposit with you, a cashier's check or other certified funds as required to comply with these instructions, and the following:

(x) Closing Disclosure and/or HUD-1 Closing Statement and/or Escrow Closing statement
(x) Tax Agreement
(x) Loan documents required by lender

Earnest money in the amount of **$5,000.00** has been deposited with **AmeriTitle** by the buyer.

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

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

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

      in the amount of **$1,300,000.00** on the real property described in Title Commitment No. **22456677**, which the undersigned have read and approved, which will show record title vested in: **1P410 Indian Valley, LLC, an Idaho limited liability company**, free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and **Exceptions 1-16**, as set forth in above referenced Title Commitment dated .

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

SCANNED
OCT 11 2022

which documents have been read and approved by the parties as to form, content, and terms and have been approved for use in this escrow:

Documents Prepared By Escrow: **Warranty Deed**

2. You are instructed to prorate as of **July 22, 2022** the following: **EstimatedTaxes**, and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on **2022 estimated** taxes in the amount of **$3,534.85**. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.

3. All water and utility charges will be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.

4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.

5. You are authorized to add additional interest to loan payoffs or other demands as necessary to account for potential delivery or posting delays by the lender. If an overpayment occurs, the beneficiary will refund any overpayment directly to the borrower. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.

6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates, if any, and all benefits which may be received from such financial instructions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.

7. These instructions are effective for **15 days** from the date hereof, and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.

8. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.

9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the

SCANNED
OCT 11 2022

parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.

10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.

11. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.

12. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.

13. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.

14. Buyer and Seller acknowledge and agree that Escrow Holder will rely on the payoff amount provided by Seller's lender prior to closing as being the entire and final amount due to Seller's lender in closing the real estate transaction hereunder ("Transaction"). If Seller's lender demands after closing (1) that Escrow Holder pay Seller's lender additional funds or fees that were not otherwise included in the payoff amount provided to Escrow Holder prior to closing, or (2) refuses to reconvey or release its security interest in the real property for any reason whatsoever then Buyer and Seller agree as follows:

    a. Escrow Holder may reverse the Transaction and return Buyer and Seller back to the position in which they were before closing and otherwise return any funds to any party who deposited the same into escrow, including, without limitation, Buyer's lender.

    b. if Escrow Holder reverses the Transaction, Buyer and Seller hereby agree to release and hold Escrow Holder harmless for any and all claims, damages, costs, expenses, fees, penalties, and liabilities (including reasonable attorneys' fees) arising out of or related to Escrow Holder's reversing of the Transaction, without limitation (i) any direct, consequential nominal, restitutionary, or punitive damages and (ii) any fees Buyer or Seller may have paid to a third-party in connection with the Transaction, including lenders' fees and qualified intermediary fees,

    c. Buyer and Seller will execute any and all documents required by Escrow Holder to reverse the Transaction, including, without limitation, all deeds necessary to transfer the real property back to Seller;

SCANNED
OCT 11 2022

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

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

Additional Instructions

Title One was unable to determine any water right's assessments. TitleOne does not insure water rights. Any and all water rights, if applicable, will be handled outside of closing between the buyer and seller, including, but not limited to, transfer, prorations or water stock certificates.

Declaration of Escrow Services

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

1. We have been specifically informed that TitleOne is not licensed to practice law and no legal or accounting advice has been offered by TitleOne or any of its employees. We have been further informed that TitleOne is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

4. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.

5. We further understand that TitleOne assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

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

1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

DocuSigned by:
[redacted]
CE7056E9D7D9489...
Stephen J. Cutter, Manager

DocuSigned by:
Clark Morton
2[redacted]
Clark Morton, Manager

Forwarding address (Buyer)

Scott R. Gressley

Kylie V. Gressley

Forwarding address (Seller)
37954 Beaver Creek Rd
Baker City, OR 97814

SCANNED
OCT 11 2022

Acknowledged by: TitleOne

Kathy McDonald

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]9E9B

TitleOne
a title & escrow co.

606 State St.
Weiser, ID 83672
Ph. (208) 414-1455
Fx.
www.titleonecorp.com

Acknowledgment and Approval of Title Commitment, CCR's, and Plat Map

To: TitleOne

Order Number: 22456677

Legal Description:

Property Address: 2336 Petty Ln, Indian Valley, ID 83632

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

Date: 07/20/2022

1P410 Indian Valley, LLC, an Idaho limited liability company
by 1P410 LLC, an Idaho limited liability company, Manager

DocuSigned by:

[redacted]
CE7056E9D7D948D...
Stephen J. Cutter, Manager

DocuSigned by:

Clark Morton
[redacted]
Clark Morton, Manager

SCANNED
OCT 11 2022

TitleOne
a title & escrow co.

Order Number: 22456677

Warranty Deed

For value received,

Scott R. Gressley and Kylie V. Gressley, husband and wife

DS

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

1P410 Indian Valley, LLC, an Idaho limited liability company

DS

whose current address is 3039 W. Reflection Eagle, ID 83616

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

SCANNED
OCT 11 2022

Dated: July 20, 2022

_____
Scott R. Gressley

_____
Kylie V. Gressley

State of Idaho, County of _Washington, ss.

On this 21st day of July in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott R. Gressley and Kylie V. Gressley, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

_____
Notary Public
Residing In: Weiser, ID
My Commission Expires 5/27/2023:
(seal)

SCANNED
OCT 11 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]D9E9B

EXHIBIT 'A'

Parcel 1
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 14: N1/2NE1/4 and the SE1/4NE1/4
Section 11: SW1/4SE1/4, and a parcel of land located in the SE1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of said SE1/4SE1/4;
Thence South on and along the West line thereof to the Southwest corner of said SE1/4SE1/4;
Thence East along the South line thereof to the Southeast corner of said SE1/4SE1/4;
Thence traveling Northwest along a diagonal line to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 11: A parcel of land located in the NW1/4SW1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of the SW1/4SE1/4;
Thence East along the North line of said SW1/4SE1/4 a distance of 660 feet to a point;
Thence South, parallel to the West line of said SW1/4SE1/4, a distance of 360 feet to a point;
Thence West, parallel to the North line of the SW1/4SE1/4 a distance of 660 feet to a point;
Thence North, along the West line of the SW1/4SE1/4, a distance of 360 feet to the POINT OF BEGINNING.

Parcel 2
TOGETHER WITH AND SUBJECT TO an easement 50 feet in width for ingress and egress along an existing road following the South line of the NE1/4SW1/4 and along the West line of that certain parcel conveyed in Instrument No. 127030, all in Section 11 of Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

SCANNED
OCT 11 2022

Transaction Identification Data for reference only:
Issuing Agent: **AmeriTitle, LLC**
Issuing Office: 128 E Main St., Weiser, ID 83672
Customer Reference No.: 22456677
Issuing Office File Number: 550450AM
Property Address: 2336 Petty Ln, Indian Valley, ID 83632
[Revision Number:]

Read and Approved

DS DS

SCHEDULE A

1. Commitment date: **June 7, 2022 at 7:30 A.M.**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy [X] **Standard Coverage** [ ] **Extended Coverage**

Proposed Policy Amount: $1,300,000.00
Premium: $2,616.00 Owner's Credit Applied

Proposed Insured:
1P410 Indian Valley, LLC

(b) 2006 ALTA Loan Policy [ ] **Standard Coverage** [ ] **Extended Coverage**

Proposed Policy Amount:
Premium: $0.00

Endorsements:
Premium:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

PARCEL I: FEE SIMPLE
PARCEL II: EASEMENT

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Scott R Gressley and Kylie V Gressley, husband and wife

5. The Land is described as follows:

See attached Exhibit 'A'

SCANNED
OCT 11 2022

NOTES

A. Any map or sketch enclosed as an attachment herewith is furnished for informational 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.

B. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

C. According to the available County Assessor's Office records, the purported address of said land is:
2336 Petty Lane, Indian Valley, ID 83632

D. We find the following activity in the past 24 months regarding transfer of title to subject property:
Warranty Deed:
Grantor: Geert A Eggebeen Samantha M Alley
Grantee: Scott R Gressdley and Kylie V Gressley, husbvand and wife
Recorded: 16th day of September, 2020
Instrument No.: 136079

E. As of the date hereof there are no matters against Concha, LLC which would appear as exceptions in the policy to issue, except as shown herein.

F. Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: $1,838.76
Year: 2021
Parcel No.: RP14N01W117205A
Taxes as paid include the following exemptions: NONE

G. Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: $535.00
Year: 2021
Parcel No.: RP14N01W140001
Taxes as paid include the following exemptions: NONE

H. Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

I. It has come to our attention that the insurance premium on this policy may be eligible for an "Owner's re-issue" rate. If the property described herein is being resold within two years of the date of purchase, upon submitting the previously issued owner's policy of title insurance to the company, and if the filed rate is applicable, the billing will be adjusted accordingly.

SCANNED
OCT 11 2022

SCHEDULE B, PART II
EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
9. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
   Recorded: October 17, 1898.
   Book: Pat-1 at Page: 37
   Official Records: Adams County.
10. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
    Recorded: March 31, 1942.
    Book: Pat-3 at Page: 107
    Official Records: Adams County.
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
    Granted To: Ben Johnson, Frank Johnson, HC Ludwig, Edith Jackson, Earl Byers, Mabel Martin, RL Gilbert and Joe Gaylor
    Recorded: July 23, 1940
    Instrument No.: 25592

SCANNED
OCT 11 2022

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Idaho Power Company
Recorded: March 28, 1984
Instrument No.: 67858

13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Idaho Power Company
Recorded: December 29, 1992
Instrument No.: 83386

14. A reserved easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Francis E Petty
Recorded: September 29, 2003
Instrument No.: 104623

15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Martha Ann Voermans
Recorded: August 4, 2014
Instrument No.: 127030

16. Rights of the public in and to that portion of the premises lying within the right-of-way of Petty Lane

END OF SCHEDULE B

SCANNED
OCT 11 2022

EXHIBIT 'A'

File No. 550450AM

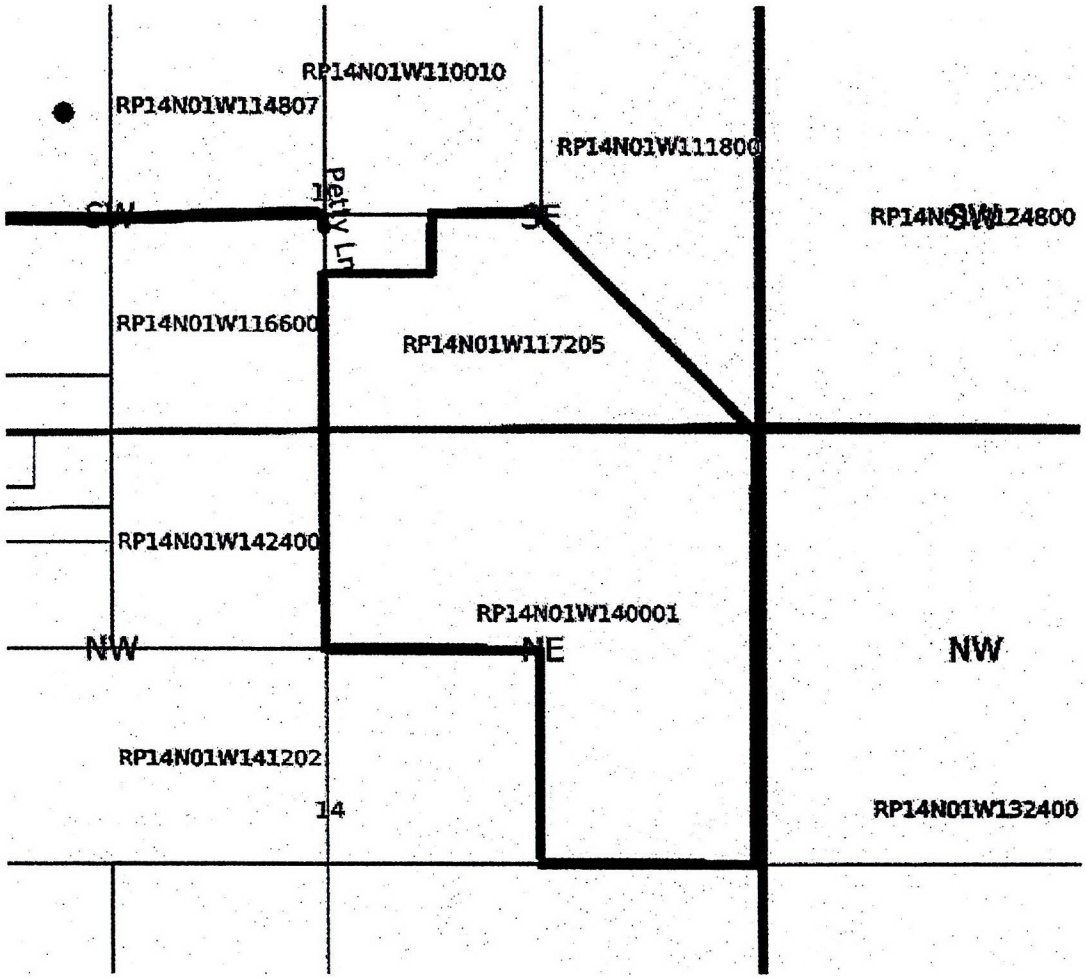
Parcel 1
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 14: N1/2NE1/4 and the SE1/4NE1/4
Section 11: SW1/4SE1/4, and a parcel of land located in the SE1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of said SE1/4SE1/4;
Thence South on and along the West line thereof to the Southwest corner of said SE1/4SE1/4;
Thence East along the South line thereof to the Southeast corner of said SE1/4SE1/4;
Thence traveling Northwest along a diagonal line to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho:
Section 11: A parcel of land located in the NW1/4SW1/4SE1/4 more particularly described as follows:
Commencing at the Northwest corner of the SW1/4SE1/4;
Thence East along the North line of said SW1/4SE1/4 a distance of 660 feet to a point;
Thence South, parallel to the West line of said SW1/4SE1/4, a distance of 360 feet to a point;
Thence West, parallel to the North line of the SW1/4SE1/4 a distance of 660 feet to a point;
Thence North, along the West line of the SW1/4SE1/4, a distance of 360 feet to the POINT OF BEGINNING.

Parcel 2
TOGETHER WITH AND SUBJECT TO an easement 50 feet in width for ingress and egress along an existing road following the South line of the NE1/4SW1/4 and along the West line of that certain parcel conveyed in Instrument No. 127030, all in Section 11 of Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

DS DS

SCANNED
OCT 11 2022



Read and Approved

DS DS

SCANNED
OCT 1 1 2022

DocuSign Envelope ID: 310A3980-BE25-462D-A5EC-2C2F[redacted]D9E9B

Commonwealth
LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [signature] President

ATTEST [signature] Secretary

Issuing Agent: **AmeriTitle, LLC**

Amy Nauman
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.
81C165B

SCANNED
OCT 11 2022

Commonwealth
LAND TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "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 to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

SCANNED
OCT 11 2022

Commonwealth
LAND TITLE INSURANCE COMPANY

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

SCANNED
OCT 11 2022

Commonwealth
LAND TITLE INSURANCE COMPANY

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

SCANNED
OCT 11 2022

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**

October 7, 2022

1P410 INDIAN VALLEY LLC
3039 W REFLECTION LN
EAGLE ID 83616-8600

Re: Change in Ownership for Water Right Nos: 67-450, 67-4448, 67-11287, 67-11289, & 67-11290

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

c. Water District 67A – *via email*

SCANNED
OCT 11 2022

Margheim, Kris

From: Hersley, Jean
Sent: Wednesday, September 21, 2022 7:38 AM
To: Clark Morton
Cc: Margheim, Kris; Steve Cutter; Heather Morton; Melissa Cutter
Subject: RE: Notice of Change in Water Rights Ownership - 1P410 Indian Valley, LLC

Please send the check to: IDWR, PO Box 83720, Boise, ID, 83720-0098. \

In the memo portion, put ownership change for 1P410 Indian Valley, LLC.

Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942

From: Clark Morton <clark.morton@gmail.com>
Sent: Tuesday, September 20, 2022 4:48 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Cc: Margheim, Kris <Kris.Margheim@idwr.idaho.gov>; Steve Cutter <scutter@lockehouse.com>; Heather Morton <hmmorton@gmail.com>; Melissa Cutter <m.a.cutter@gmail.com>
Subject: Re: Notice of Change in Water Rights Ownership - 1P410 Indian Valley, LLC

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Jean,
Which address should I send our check to? Should I sent it to your attention?
Clark

On Tue, Sep 20, 2022 at 2:40 PM Clark Morton <clark.morton@gmail.com> wrote:

> Great. I will get a check in the mail ASAP.
> Thanks,
> Clark
>
> On Tue, Sep 20, 2022 at 2:24 PM Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:
>
> Mr. Morton,

SCANNED
OCT 11 2022