Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 15 2023
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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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?
65-23297	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-23298	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Michael Sanchez & Morgan Ebert
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Cliff & Summer Ohler
   New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

PO Box 215
Mailing address

Horseshoe Bend | ID | 83629
City | State | Zip

2089014725
Telephone

COHLER20100@GMAIL.COM
Email

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

5. Date you acquired the water rights and/or claims listed above: _____.

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: _____ OWNER 3/15/23
   Signature of new owner/claimant | Title, if applicable | Date
   Cliff Ohler
   Print name

   Signature: _____ OWNER 3/15/23
   Signature of new owner/claimant | Title, if applicable | Date
   Summer Ohler
   Print name

For IDWR Office Use Only:

Receipted by KM Date 3.15.23 Receipt No. C115573 Receipt Amt. $50.00

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 _____ Date 3/20/23

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TitleOne
a title & escrow co.

Order Number: 22452834

Warranty Deed

For value received,

Michael Sanchez and Morgan Elizabeth Ebert, husband and wife

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

Cliff M. Ohler and Summer C. Ohler, husband and wife

whose current address is PO BOX 215 HORSESHOE BEND, ID 83629

the grantee, the following described premises, in Gem 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.

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Dated: May 9, 2022

Michael Sanchez

Morgan Elizabeth Ebert

State of Idaho, County of Ada, ss.

On this 16TH day of MAY in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Sanchez and Morgan Elizabeth Ebert, 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: CANYON COUNTY
My Commission Expires: 05/06/2027
(seal)

MICHAEL MOORE
COMMISSION #20212223
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/06/2027

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EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

The following describes a parcel of land being a portion of Lot 6 in Block 1 of Riverview Manor Subdivision as filed for record in Book 3 of Plats at Page 46 in the office of the Gem County Recorder, lying in a portion of Government Lot 1 and 2 of Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, and being more particularly described as follows:

Basis of Bearings:
The East line of the Northeast quarter of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

Beginning at the East quarter corner of said Section 25; thence along the East line of the Southeast quarter of said Section 25
South 02°12'06" East to a point on the Northerly right-of-way line of State Highway 52, a distance of 853.20 feet; thence leaving said East line and along said right-of-way the following three (3) courses:
North 48°16'15" West a distance of 236.58 feet; along a curve to the right with a radius of 2825.00 feet and a central angle of 10°17'00", an arc length of 507.03 feet with a chord bearing of
North 43°07'45" West, and a chord distance of 506.35 feet;
North 37°59'15" West a distance of 1080.62 feet; thence leaving said right-of-way
North 53°41'43" East a distance of 206.60 feet; thence
North 36°18'17" West a distance of 208.70 feet; thence
South 53°41'43" West to said right-of-way line a distance of 207.76 feet; thence along said right-of-way the following two (2) courses: along a curve to the right with a radius of 1106.00 feet and a central angle of 35°53'54", an arc length of 692.96 feet with a chord bearing of
North 14°36'28" West and a chord distance of 681.68 feet;
North 03°20'29" East a distance of 213.46 feet; thence leaving said right-of-way line
South 89°26'13" East a distance of 707.75 feet; thence along a curve to the left with a radius of 610.00 feet and a central angle of 87°17'45", an arc length of 929.40 feet with a chord bearing of
South 28°54'09" West, a chord distance of 842.07 feet; thence
North 53°41'43" East a distance of 37.79 feet; thence
South 36°18'17" East a distance of 248.70 feet; thence
South 53°41'43" West a distance of 79.98 feet; thence from a tangent which bears South 38°36'41" East along a curve to the left with a radius of 610.00 feet, a central angle of 51°23'19", an arc length of 547.11 feet with a chord bearing of
South 64°18'21" East and a chord distance of 528.95 feet; thence
North 90°00'00" East to a point on the East line of the Northeast quarter of said Section 25, a distance of 553.56 feet; thence along said East line
South 00°48'15" West a distance of 387.51 feet to the Point of Beginning.

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TitleOne
a title & escrow co.

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

Clff M. Ohler and Summer C. Ohler
PO Box 215
Horseshoe Bend, ID 83629

Date: 06/20/2022

Regarding: TBD N Hwy 52, Horseshoe Bend, ID 83629

Buyer/Borrower: Clff M. Ohler and Summer C. Ohler

File No.: 22452834

Greetings:

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

Owners Policy

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

Best Regards,

E Britt

Elesia Britt

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2470-O-22452834

TITLE RESOURCES

OWNER'S POLICY OF TITLE INSURANCE
Issued By
TITLE RESOURCES GUARANTY 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, TITLE RESOURCES GUARANTY COMPANY, a Texas 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.
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

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in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

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

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

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

In Witness Whereof, Title Resources Guaranty Company has caused this policy to be signed and sealed by duly authorized officers as of Date of Policy shown in Schedule A.

Title Resources Guaranty Company

By:
President/CEO

Secretary

An authorized signature

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.

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5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

(i) the term "Insured" also includes

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

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

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

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to 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

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

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) the Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

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

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or trgcclaims@titleresources.com.

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AMERICAN LAND TITLE ASSOCIATION

SCANNED
MAR 2 3 2023

File Number: 22452834
Policy Number: 2470-O-22452834

ALTA Owner's Policy (6/17/06)

TitleOne
a title & escrow co.

TitleOne
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

Name and Address of Title Insurance Company: Title Resources Guaranty Company
8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

File Number: 22452834

Policy Number: 2470-O-22452834

Date of Policy: June 14, 2022 at 9:57AM

Amount of Insurance: $325,000.00

Premium: $1,388.00

Property Address Reference: TBD N Hwy 52, Horseshoe Bend, ID 83629

1. **Name of Insured:**
   Cliff M. Ohler and Summer C. Ohler

2. **The estate or interest in the land that is insured by this policy is:**
   Fee Simple

3. **Title is vested in:**
   Cliff M. Ohler and Summer C. Ohler, husband and wife

4. **The Land referred to in this policy is described as follows:**
   See Attached Schedule C

TitleOne
By:

E Britt

Elesia Britt, Authorized Signatory

SCANNED
MAR 23 2023

SCHEDULE B
Exceptions from Coverage

File Number: 22452834
Policy Number: 2470-O-22452834

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

1. Rights or claims of parties in possession not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. 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.

6. (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.

7. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

8. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
(b) The consequence of any past or future change in the location of the bed.

9. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 3, 1893 in Book C of Deeds at Page 7 and recorded September 25, 2013 as Instrument No. 294116, records of Gem County, Idaho.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a/an a document.
Granted to: The Canyon Canal Company Limited
Purpose: Irrigation canal and facilities
Recorded: May 26, 1905
Book B of Deeds at Page(s) 309, records of Gem County, Idaho.

11. Terms and provisions, including any negative easements, conditions, restrictions, and access rights contained in a deed to the State of Idaho.
Recorded: January 14, 1936
Instrument No.: 34518, records of Gem County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: July 13, 1955
Instrument No.: 71673, records of Gem County, Idaho.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: May 4, 1965
Instrument No.: 89893, records of Gem County, Idaho.

SCANNED
MAR 2 3 2023

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: January 19, 1967
Instrument No.: 93172, records of Gem County, Idaho.

15. Terms and conditions contained in a/an Easement for Well Location and Pipe Line Thereto.
Recorded: December 2, 1968
Instrument No.: 97036, records of Gem County, Idaho.

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Continental Telephone Company of the West
Purpose: Public Utilities
Recorded: August 20, 1980
Instrument No.: 133620, records of Gem County, Idaho.

17. Terms and conditions contained in a/an Grant of Easement by and between R.F. Montgomery and J.S. Montgomery, trustees of the Montgomery Trust, Gerald A. Brown, April L. Brown and the Secretary of Veterans Affairs.
Recorded: August 30, 1995
Instrument No.: 186287, 186288 and 186289, records of Gem County, Idaho.

18. Easements, reservations, restrictions, and dedications as shown on the official plat of Riverview Manor Subdivision.

19. Terms and conditions contained in a/an Quitclaim Deed.
Recorded: December 14, 2016
Instrument No.: 309331, records of Gem County, Idaho.

20. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded December 14, 2016 as Instrument No. 309332, records of Gem County, Idaho.

21. Notice of Lis Pendens and any claims or rights that may be reflected by, or judgments or orders rendered pursuant to the Notice or suit.
Plaintiff: Safeguard Mortgage, L.L.C.
Defendant: Michael J. Sanchez and Morgan Elizabeth Sanchez, a married couple; J. Durwood Owen and Kathleen McKenzie Owen, trustees, and The J. Durwood Owen and Kathleen McKenzie Owen Revocable Living Trust; and Michael J. Thornton and Gina Thornton, a married couple; and JTSJK, Inc., an Idaho corporation
Court: District Court of the Third Judicial District of the State of Idaho, in and for the County of Gem
Case No.: CV23-21-0444
Nature of Action: A Complaint against the Defendants that affects the title to and the right to use portions of the real property described therein
Recorded: July 8, 2021
Instrument No.: 335622, records of Gem County, Idaho.

22. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Access Easement.
Granted to: Michael J. Sanchez and Morgan Elizabeth Sanchez aka Morgan Elizabeth Ebert, husband and wife
Purpose: Ingress and Egress for Grantees
Recorded: June 14, 2022
Instrument No.: 341894, records of Gem County, Idaho.

23. Terms and conditions contained in a/an Termination Agreement by and between Michael J. Sanchez and Morgan Elizabeth Sanchez aka Morgan Elizabeth Ebert, husband and wife and Cliff M. Ohler and Summer C. Ohler, husband and wife.
Recorded: June 14, 2022
Instrument No.: 341896, records of Gem County, Idaho.

SCANNED
MAR 7 3 2023

SCHEDULE C
Legal Description

The following describes a parcel of land being a portion of Lot 6 in Block 1 of Riverview Manor Subdivision as filed for record in Book 3 of Plats at Page 46 in the office of the Gem County Recorder, lying in a portion of Government Lot 1 and 2 of Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, and being more particularly described as follows:

Basis of Bearings:
The East line of the Northeast quarter of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

Beginning at the East quarter corner of said Section 25; thence along the East line of the Southeast quarter of said Section 25
South 02°12'06" East to a point on the Northerly right-of-way line of State Highway 52, a distance of 853.20 feet; thence leaving said East line and along said right-of-way the following three (3) courses:
North 48°16'15" West a distance of 236.58 feet; along a curve to the right with a radius of 2825.00 feet and a central angle of 10°17'00", an arc length of 507.03 feet with a chord bearing of
North 43°07'45" West, and a chord distance of 506.35 feet;
North 37°59'15" West a distance of 1080.62 feet; thence leaving said right-of-way
North 53°41'43" East a distance of 206.60 feet; thence
North 36°18'17" West a distance of 208.70 feet; thence
South 53°41'43" West to said right-of-way line a distance of 207.76 feet; thence along said right-of-way the following two (2) courses: along a curve to the right with a radius of 1106.00 feet and a central angle of 35°53'54", an arc length of 692.96 feet with a chord bearing of
North 14°36'28" West and a chord distance of 681.68 feet;
North 03°20'29" East a distance of 213.46 feet; thence leaving said right-of-way line
South 89°26'13" East a distance of 707.75 feet; thence along a curve to the left with a radius of 610.00 feet and a central angle of 87°17'45", an arc length of 929.40 feet with a chord bearing of
South 28°54'09" West, a chord distance of 842.07 feet; thence
North 53°41'43" East a distance of 37.79 feet; thence
South 36°18'17" East a distance of 248.70 feet; thence
South 53°41'43" West a distance of 79.98 feet; thence from a tangent which bears South 38°36'41" East along a curve to the left with a radius of 610.00 feet, a central angle of 51°23'19", an arc length of 547.11 feet with a chord bearing of
South 64°18'21" East and a chord distance of 528.95 feet; thence
North 90°00'00" East to a point on the East line of the Northeast quarter of said Section 25, a distance of 553.56 feet; thence along said East line
South 00°48'15" West a distance of 367.51 feet to the Point of Beginning.

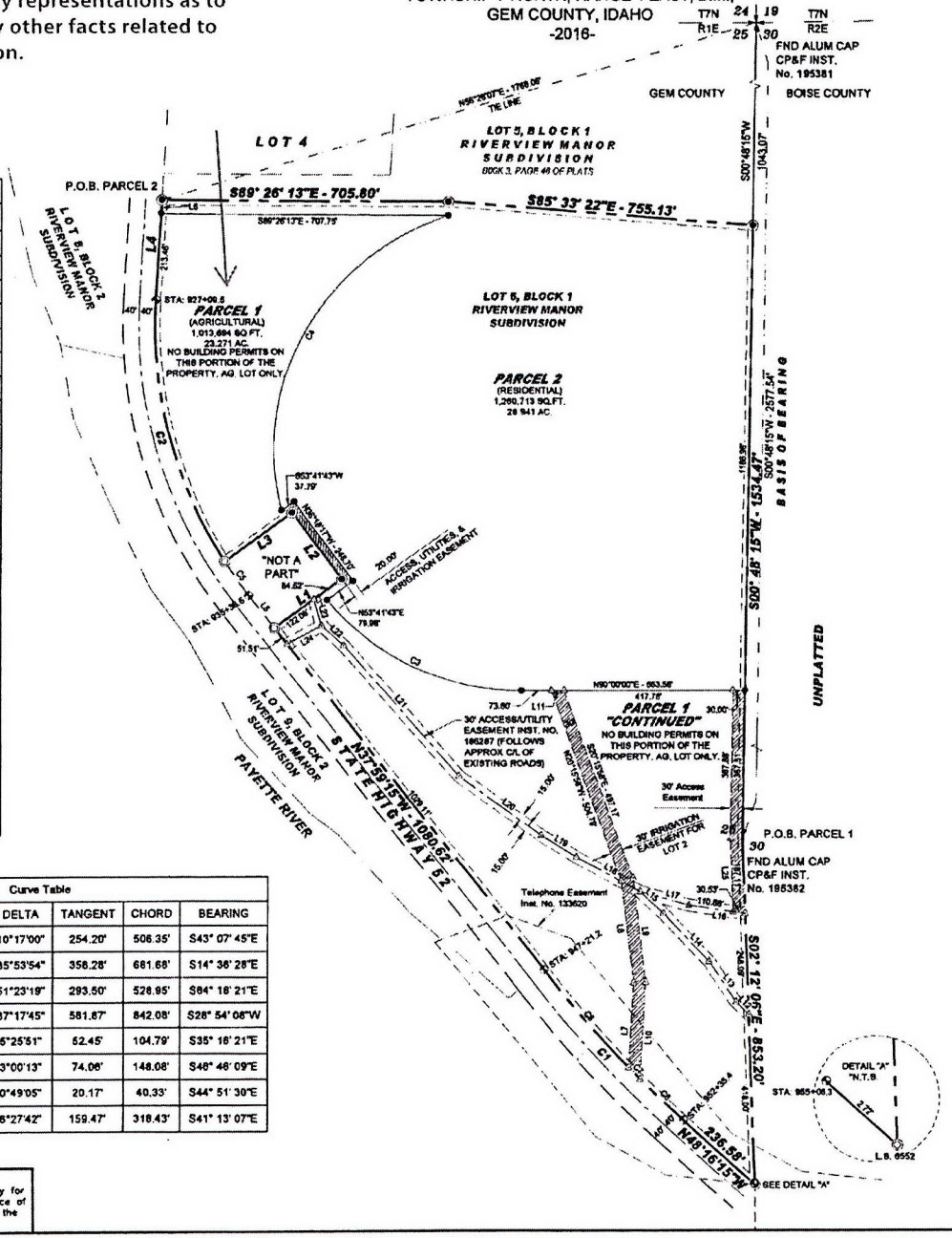
SCANNED
MAR 2 3 2023

RECORD OF SURVEY - AGRICULTURAL SPLIT FOR

JOHN COOK

LOT 6, BLOCK 1 OF RIVER MANOR SUBDIVISION
IN A PORTION OF GOVERNMENT LOT 1 & 2, IN THE NORTHEAST 1/4 OF SECTION 25,
TOWNSHIP 7 NORTH, RANGE 1 EAST, B.M.,
GEM COUNTY, IDAHO
-2016-

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



Line Table		
Line #	Length	Direction
L1	206.60'	N53° 41' 43"E
L2	208.70'	N36° 18' 17"W
L3	207.76'	S53° 41' 43"W
L4	246.92'	N03° 20' 29"E
L5	103.97'	N37° 59' 15"W
L6	33.46'	N03° 20' 29"E
L7	209.02'	N03° 12' 04"E
L8	252.28'	N07° 07' 43"W
L9	258.45'	S07° 07' 43"E
L10	238.68'	S03° 12' 04"W
L11	31.98'	N90° 00' 00"E
L12	43.71'	S45° 32' 44"E
L13	119.80'	N34° 09' 04"W
L14	165.04'	S43° 56' 27"E
L15	78.88'	S46° 53' 32"E
L16	141.11'	S81° 29' 07"E
L17	125.92'	S74° 33' 22"E
L18	180.03'	S81° 02' 43"E
L19	103.56'	S58° 00' 31"E
L20	249.84'	N53° 41' 09"W
L21	430.86'	S41° 07' 45"E
L22	73.55'	S47° 52' 01"E
L23	69.71'	N15° 22' 18"W
L24	96.63'	N81° 47' 58"E
L25	162.22'	N02° 12' 06"W

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	507.03'	2,825.00'	10°17'00"	254.20'	506.35'	S43° 07' 45"E
C2	692.96'	1,106.00'	35°53'54"	356.28'	681.68'	S14° 36' 28"E
C3	547.11'	610.00'	51°23'19"	293.50'	528.95'	S84° 18' 21"E
C4	929.40'	610.00'	87°17'45"	581.87'	842.08'	S28° 54' 06"W
C5	104.83'	1,106.00'	5°25'51"	52.45'	104.79'	S35° 18' 21"E
C6	148.09'	2,825.00'	3°00'13"	74.06'	148.08'	S46° 46' 09"E
C7	40.33'	2,825.00'	0°49'05"	20.17'	40.33'	S44° 51' 30"E
C8	318.80'	2,825.00'	6°27'42"	159.47'	318.43'	S41° 13' 07"E

MAR 2 3 2017
SCANNED

DISCLAIMER
Timberline Surveying assumes no responsibility for present or future compliance or noncompliance of any ordinance to include building permits or the issuance thereof.

Instrument # 309332
EMMETT, GEM, IDAHO
12-14-2016 04:43:49 PM No. of Pages: 1
Recorded for : JOHN & CRYSTAL COOK
SHELLY TILTON
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

200 0 100 200 400
SCALE: 1"=200'

LEGEND

- SECTION CORNER, MONUMENT AS NOTED
- 1/4 CORNER, MONUMENT AS NOTED
- FND 3 1/2" I.T.D. BRASS CAP STATION AS NOTED
- FND 1/2" REBAR W/CAP "PLS 8552" REPLACED WITH SET 5/8" REBAR W/CAP "KHC 9895"
- SET 1/2" REBAR W/ CAP "KHC 9895"
- FOUND 1/2" REBAR AS NOTED
- FOUND 5/8" REBAR AS NOTED
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- ADJOINER LINE
- TIE LINE
- NEW EASEMENTS AS SHOWN

CERTIFICATE:

I, KENNETH H. COOK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF JOHN COOK.

2. THE LANDS SURVEYED LIE WITHIN SECTION 25, TOWNSHIP 7 NORTH, RANGE 1 EAST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON NOVEMBER 17, 2016.

3. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE 55-1601 THROUGH 55-1612.

PROFESSIONAL LAND SURVEYOR KENNETH H. COOK 9895 STATE OF IDAHO 12/9/16

KENNETH H. COOK P.L.S. 9895

NOTE:

PARCEL 1 WILL BE CONSIDERED NON-BUILDABLE AGRICULTURE GROUND AND HAS NO RESIDENTIAL PERMIT AND FURTHER DEVELOPMENT WILL REQUIRE COMPLIANCE WITH GEM COUNTY SUBDIVISION ORDINANCE. PARCEL 2 RETAINS THE EXISTING BUILDING PERMIT.

BASIS OF BEARING:

The East line of the Northeast 1/4 of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

RECORD DATA

1) PLAT OF RIVERSIDE MANOR SUBDIVISION
2) EASEMENT INST. NO. 186287
3) EASEMENT INST. NO. 133620

TIMBERLINE SURVEYING
847 PARKCENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
P: 208-465-5687 ~ F: 208-465-5690

FILE:P:\JTS-16\GEM COUNTY\16061-John Cook Platting\John Cook ROS.dwg
JOB NO: 16061
SHEET: 1 OF 1
INDEX NO. 7N-25-1-0-03-46

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

Instrument # 341894
EMMETT, GEM, IDAHO
2022-06-14 09:57:27 AM No. of Pages: 10
Recorded for: TITLEONE BOISE
SHELLY TILTON Fee: $37.00
Ex-Officio Recorder Deputy SStewart
Index To: EASEMENT
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

_____
_____
_____
_____

(Space Above For Recorder's Use)

ACCESS EASEMENT

This Access Easement is made effective this 16TH day of MAY, 2022, is by and between **MICHAEL J. SANCHEZ** and **MORGAN ELIZABETH SANCHEZ aka MORGAN ELIZABETH EBERT**, husband and wife, collectively hereinafter "Grantees," and **CLFF M. OHLER** and **SUMMER C. OHLER,** husband and wife, collectively hereinafter "Grantors." The Grantor and Grantees may be collectively referred to as the parties.

RECITALS:

WHEREAS the Sanchezes own certain real property (Gem County Parcel #RPC61450020090) legally described on Exhibit A attached hereto ("Grantees' Property");

WHEREAS the Ohlers own certain real property (Gem County Parcel #RPC6145001006A) legally described on Exhibit B attached hereto ("Grantors' Property");

WHEREAS, Grantors desire to grant and Grantees desire to receive an easement for ingress and egress across the Grantors' Property under the terms and conditions outlined hereafter.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant. Grantors hereby grant a perpetual access easement over, on, across, and through the Grantor's Property for ingress and egress over a pre-existing roadway originating from State Highway 52 in the location depicted by a dashed line on ***Exhibit C*** ("Easement"). The ingress and egress shall be approximately _____ feet wide.

2. Purpose of Easement. The Easement shall be used for ingress and egress for Grantees and their respective representatives, customers, invitees, and agents. No parking of any vehicles shall be permitted on the Easement.

3. Maintenance. The Grantees shall share equally with the Grantors in the cost of maintaining the portion of the Easement used by Grantees to access the Grantees' Property.

RECEIVED
MAR 23 2023
341894

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
_____
_____
_____

(Space Above For Recorder's Use)

ACCESS EASEMENT

This Access Easement is made effective this 16TH day of MAY, 2022, is by and between **MICHAEL J. SANCHEZ** and **MORGAN ELIZABETH SANCHEZ aka MORGAN ELIZABETH EBERT**, husband and wife, collectively hereinafter "Grantees," and **CLFF M. OHLER** and **SUMMER C. OHLER,** husband and wife, collectively hereinafter "Grantors." The Grantor and Grantees may be collectively referred to as the parties.

RECITALS:

WHEREAS the Sanchezes own certain real property (Gem County Parcel #RPC61450020090) legally described on Exhibit A attached hereto ("Grantees' Property");

WHEREAS the Ohlers own certain real property (Gem County Parcel #RPC6145001006A) legally described on Exhibit B attached hereto ("Grantors' Property");

WHEREAS, Grantors desire to grant and Grantees desire to receive an easement for ingress and egress across the Grantors' Property under the terms and conditions outlined hereafter.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant. Grantors hereby grant a perpetual access easement over, on, across, and through the Grantor's Property for ingress and egress over a pre-existing roadway originating from State Highway 52 in the location depicted by a dashed line on ***Exhibit C*** ("Easement"). The ingress and egress shall be approximately _____ feet wide.

2. Purpose of Easement. The Easement shall be used for ingress and egress for Grantees and their respective representatives, customers, invitees, and agents. No parking of any vehicles shall be permitted on the Easement.

3. Maintenance. The Grantees shall share equally with the Grantors in the cost of maintaining the portion of the Easement used by Grantees to access the Grantees' Property.

SCANNED
MAR 23 2023

4. Binding on Successors. This Easement shall be recorded in the official records of Gem County, Idaho and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

5. Counterparts. This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

6. Indemnification. The Grantees agree to indemnify, defend and hold the Grantors, and its successors, assigns, and agents harmless from any and all claims and liability that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Easement.

7. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

8. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel without the express written consent of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day written below.

"OHLERS"

Cliff M. Ohler
Date: 6/3/22

Summer C. Ohler
Date: 6/3/22

"SANCHEZES"

Michael J. Sanchez
Date: 5-16-22

Morgan Elizabeth Sanchez
aka MORGAN ELIZABETH EBERT
Date: 5-16-22

SCANNED
MAR 23 2023

STATE OF IDAHO)
) ss.
County of Ada)

On this 3 day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared CLIFF M. OHLER and SUMMER C. OHLER, husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CHRISTINE WHITTINGTON
COMMISSION #16483
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/15/2026

NOTARY PUBLIC FOR IDAHO
Residence: Boise
My Commission Expires: 8/15/2026

STATE OF IDAHO)
) ss.
County of ADA)

On this 16TH day of MAY, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL J. SANCHEZ and MORGAN ELIZABETH SANCHEZ (aka MORGAN ELIZABETH EBERT), husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

MICHAEL MOORE
COMMISSION #20212223
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/06/2027

NOTARY PUBLIC FOR IDAHO
Residence: CANYON COUNTY
My Commission Expires: 05/06/2027

SCANNED
MAR 23 2023

EXHIBIT A

TRACT I: HOUSE PARCEL

The following describes a Parcel of Land being a Portion of Government Lot 1 of Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho and being more particularly described as follows:

BASIS OF BEARINGS:
The East line of the Northeast *¼ of Section 25, Township 7 North, Range I East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.*

BEGINNING at a point being the westerly right-of way monument Station 935+36.5 along State Highway 52, from which the East ¼ corner of said Section 25 bears South 63°29'24" East a distance of 1,362.28 feet;
Thence along the right-of-way of said Highway 52 along a curve to the right with, a radius of 1,106.00 feet, an arc length of 104.83 feet with a chord bearing of N35°16'20"W and a chord distance of 104.79 feet;
Thence leaving said right-of-way North 53°41'43" East a distance of 207.76 feet;
Thence South 36°18'17" East a distance of 208.70 feet;
Thence South 53°41'43" West to a point on said right-of-way, a distance of 206.60 feet;
Thence along said right-of-way, North 37°59'15" West a distance of 103.97 feet to the **POINT OF BEGINNING.**

Said Parcel containing 43,584 square feet or 1.001 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.

SCANNED
MAR 7 3 2023

EXHIBIT B

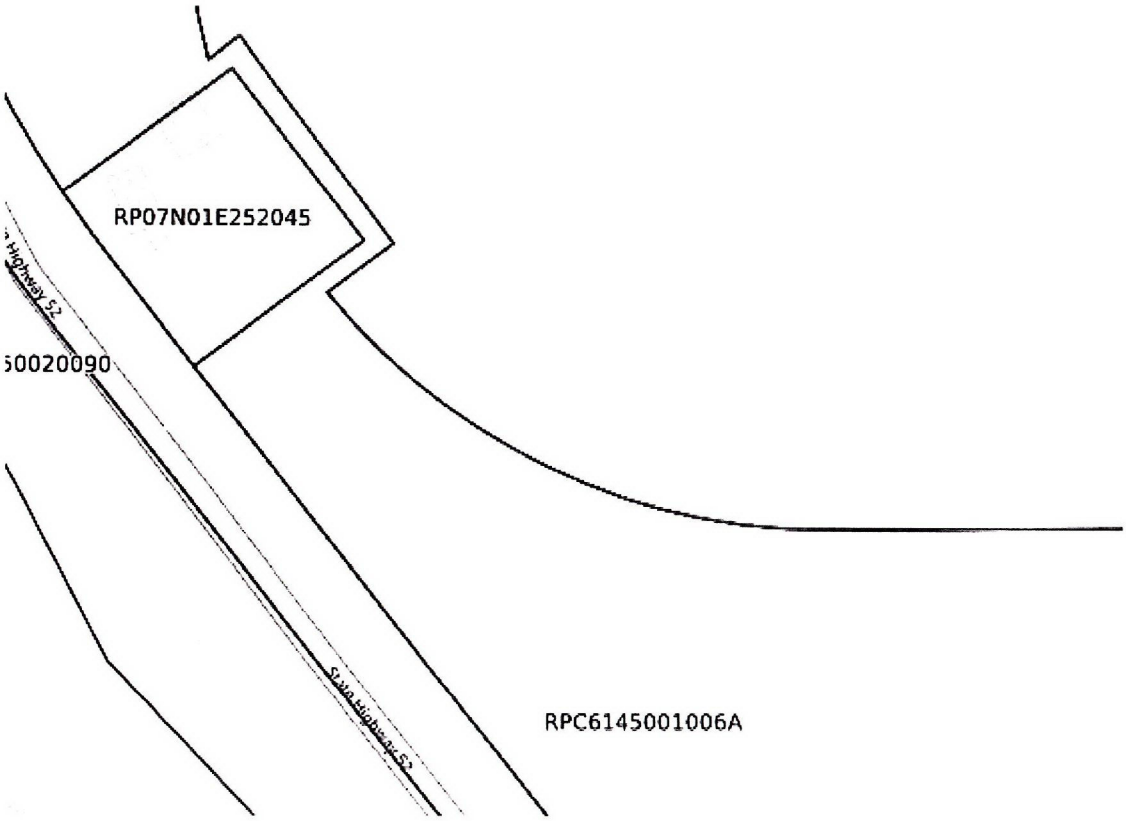
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Basis of Bearings:
The East line of the Northeast quarter of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

Beginning at the East quarter corner of said Section 25; thence along the East line of the Southeast quarter of said Section 25
South 02°12'06" East to a point on the Northerly right-of-way line of State Highway 52, a distance of 853.20 feet; thence leaving said East line and along said right-of-way the following three (3) courses:
North 48°16'15" West a distance of 236.58 feet; along a curve to the right with a radius of 2825.00 feet and a central angle of 10°17'00", an arc length of 507.03 feet with a chord bearing of
North 43°07'45" West, and a chord distance of 506.35 feet;
North 37°59'15" West a distance of 1080.62 feet; thence leaving said right-of-way
North 53°41'43" East a distance of 206.60 feet; thence
North 36°18'17" West a distance of 208.70 feet; thence
South 53°41'43" West to said right-of-way line a distance of 207.76 feet; thence along said right-of-way the following two (2) courses: along a curve to the right with a radius of 1106.00 feet and a central angle of 35°53'54", an arc length of 692.96 feet with a chord bearing of
North 14°36'28" West and a chord distance of 681.68 feet;
North 03°20'29" East a distance of 213.46 feet; thence leaving said right-of-way line
South 89°26'13" East a distance of 707.75 feet; thence along a curve to the left with a radius of 610.00 feet and a central angle of 87°17'45", an arc length of 929.40 feet with a chord bearing of
South 28°54'09" West, a chord distance of 842.07 feet; thence
North 53°41'43" East a distance of 37.79 feet; thence
South 36°18'17" East a distance of 248.70 feet; thence
South 53°41'43" West a distance of 79.98 feet; thence from a tangent which bears South 38°36'41" East along a curve to the left with a radius of 610.00 feet, a central angle of 51°23'19", an arc length of 547.11 feet with a chord bearing of
South 64°18'21" East and a chord distance of 528.95 feet; thence
North 90°00'00" East to a point on the East line of the Northeast quarter of said Section 25, a distance of 553.56 feet; thence along said East line
South 00°48'15" West a distance of 367.51 feet to the Point of Beginning.

SCANNED
MAR 2 3 2023

EXHIBIT C



SCANNED
MAR 2 3 2023

EXHIBIT C

The following describes a Parcel of Land being a Portion of Government Lot 1 of Section 25, Township 7 North., Range 1 East., BM., Gem County, Idaho and being more particularly described as follows:

BASIS OF BEARINGS:

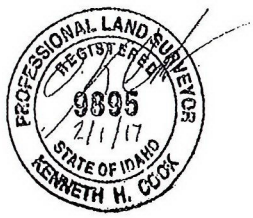
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Beginning at a point being the westerly right-of way monument Station 935+36.5 along State Highway 19, from which the West ¼ corner of said Section 25 bears South 63°29'24" East a distance of 1,362.28 feet;
Thence along the right-of-way of said highway 19 along a curve to the right with, a radius of 1,106.00 feet, a arc length of 104.83 feet with a chord bearing of N35°16'20"W and a chord distance of 104.79 feet
Thence leaving said right-of-way North 53°41'43" East a distance of 207.76 feet;
thence South 36°18'17" East a distance of 208.70 feet;
thence South 53°41'43" West to a point on said right-of-way, a distance of 206.60 feet;
thence along said right-of-way, North 37°59'15" West a distance of 103.97 feet to the POINT OF BEGINNING.

Said Parcel containing 43,584 square feet or 1.001 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



SCANNED
MAR 23 2023

EXHIBIT C

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BASIS OF BEARINGS:

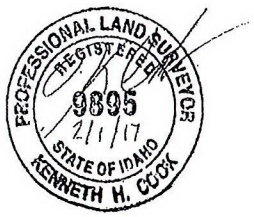
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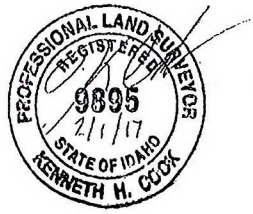
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SCANNED
MAR 2 3 2023

Exhibit A

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South 53°41'43" West a distance of 79.98 feet; thence from a tangent which bears South 38°36'41" East along a curve to the left with a radius of 610.00 feet, a central angle of 51°23'19", an arc length of 547.11 feet with a chord bearing of
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South 00°48'15" West a distance of 367.51 feet to the Point of Beginning.

SCANNED
MAR 7 3 2023

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

Instrument # 341895
EMMETT, GEM, IDAHO
2022-06-14 09:57:27 AM No. of Pages: 6
Recorded for: TITLEONE BOISE
SHELLY TILTON Fee: $25.00
Ex-Officio Recorder Deputy SStewart
Index To: TERMINATION STATEMENT
Electronically Recorded by Simplifile

MEMORANDUM OF TERMINATION AGREEMENT

THIS MEMORANDUM OF TERMINATION AGREEMENT set forth certain key provisions resulting from a Termination Agreement made on the 16TH day of MAY, 2022, by and between **MICHAEL J. SANCHEZ** and **MORGAN ELIZABETH SANCHEZ, aka MORGAN ELIZABETH EBERT,** husband and wife, collectively hereinafter "Sanchezes," and **CLFF M. OHLER** and **SUMMER C. OHLER,** husband and wife, collectively hereinafter "Ohlers." The Sanchezes and Ohlers may be collectively referred to as the parties.

1. The Sanchezes own certain real property legally described on Exhibit A attached hereto ("Exhibit A Property").

2. The Ohlers own certain real property legally described on Exhibit B attached hereto ("Exhibit B Property").

3. The Exhibit A Property and the Exhibit B Property were subject to five separate cross use agreements namely:
   - a CROSS-EASEMENT AND MAINTENANCE DECLARATION recorded as Instrument #309714 in the Recorder's Office of Gem County, Idaho (hereinafter "309714 Agreement"),
   - a CROSS-EASEMENT DECLARATION recorded as Instrument #309715 in the Recorder's Office of Gem County, Idaho (hereinafter "309715 Agreement"),
   - a CROSS-EASEMENT DECLARATION recorded as Instrument #309716 in the Recorder's Office of Gem County, Idaho (hereinafter "309716 Agreement"),
   - a CROSS-EASEMENT DECLARATION recorded as Instrument #309717 in the Recorder's Office of Gem County, Idaho (hereinafter "309717 Agreement") and
   - a JOINT IRRIGATION PUMP OPERATING AND MAINTENANCE AGREEMENT recorded as Instrument #309721 in the Recorder's Office of Gem County, Idaho (hereinafter "309721 Agreement").

4. The 309721 Agreement also affects certain real property owned by the Sanchezes legally described on Exhibit C.

5. For good and valuable consideration, the receipt or which is acknowledged, the parties jointly terminated the 309714 Agreement, 309715 Agreement, 309716 Agreement, 309717 Agreement and the 309721 Agreement. Said agreements no longer have any further force or effect. No further rights or obligations arising from said agreements shall be enforceable. Said termination shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

6. As a result of the Termination Agreement, any and all rights, titles or interests, including easement rights, granted by said agreements to the Sanchezes by virtue of being the owners of the Exhibit A Property and the Exhibit C Property are transferred to the Ohlers as the owners of the Exhibit B Property. Any and all rights, titles or interests, including easement

SCANNED
MAR 2 3 2023

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SCANNED
MAR 23 2023

rights, granted by said agreements to the Ohlers by virtue of being the owners of the Exhibit B Property are transferred to the Sanchezes as the owners of the Exhibit A Property and Exhibit C Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day written below.

"OHLERS"

Cliff M. Ohler
Date: 6/5/22

Summer C. Ohler
Date: 6/3/22

"SANCHEZES"

Michael J. Sanchez
Date: 5-16-22

Morgan Elizabeth Sanchez
aka Morgan Elizabeth Ebert
Date: 5-16-22

STATE OF IDAHO)
) ss.
County of Ada)

On this 3 day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared CLIFF M. OHLER and SUMMER C. OHLER, husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CHRISTINE WHITTINGTON
COMMISSION #16463
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION EXPIRES 08/15/2026

NOTARY PUBLIC FOR IDAHO
Residence: Boise
My Commission Expires: 8/15/2026

SCANNED
MAR 23 2023

STATE OF IDAHO)
) ss.
County of ADA)

On this 16TH day of MAY, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL J. SANCHEZ and MORGAN ELIZABETH SANCHEZ, aka Morgan Elizabeth Ebert, husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residence: CANYON COUNTY
My Commission Expires: 05/06/2027

MICHAEL MOORE
COMMISSION #20212223
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/06/2027

SCANNED
MAR 23 2023

EXHIBIT A

The following describes a parcel of land being a portion of Lot 6 in Block 1 of Riverview Manor Subdivision as filed for record in Book 3 of Plats at Page 46 in the office of the Gem County Recorder, lying in a portion of Government Lot 1 and 2 of Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, and being more particularly described as follows:

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Beginning at the East quarter corner of said Section 25; thence along the East line of the Southeast quarter of said Section 25
South 02°12'06" East to a point on the Northerly right-of-way line of State Highway 52, a distance of 853.20 feet; thence leaving said East line and along said right-of-way the following three (3) courses:
North 48°16'15" West a distance of 236.58 feet; along a curve to the right with a radius of 2825.00 feet and a central angle of 10°17'00", an arc length of 507.03 feet with a chord bearing of
North 43°07'45" West, and a chord distance of 506.35 feet;
North 37°59'15" West a distance of 1080.62 feet; thence leaving said right-of-way
North 53°41'43" East a distance of 206.60 feet; thence
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SCANNED
MAR 7 3 2023

EXHIBIT B

The following describes a Parcel of Land being a Portion of Lot 6, Block 1 of Riverview Manor Subdivision as filed for Record in Book 3 of Plats at Page 46 in the Office of the Gem County, Recorder Lying in a Portion of Government Lot 1 & 2 of Section 25, Township 7 North., Range 1 East., BM., Gem County, Idaho and being more particularly described as follows:

BASIS OF BEARINGS:

The East line of the Northeast 1/4 of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

BEGINNING at a point on the Northerly right-of-way line of State Highway 52 from which the Northeast Section corner of said Section 25 bears North 56°26'07" East a distance of 1,768.06 feet;
thence leaving said right-of-way and along a line common to Lots 5 and 6, Block 1 of Riverview Manor Subdivision as filed for Record in Book 3 of Plats at Page 46 in the Office of the Gem County, Recorder South 89°26'13" East a distance of 705.80 feet;
thence continuing along said common line South 85°33'22" East to a point on the East line of the Northeast 1/4 of said Section 25 a distance of 755.13 feet;
thence leaving said common line and along said East line South 00°48'15" West a distance of 1,166.96 feet;
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thence North 36°18'17" West a distance of 248.70 feet;
thence South 53°41'43" West a distance of 37.79 feet;
thence from a tangent which bears North 14°44'45" West, along a curve to the right with a radius of 610.00 feet and a central angle of 87°17'45" an arc length of 929.40 feet with a chord bearing of North 28°54'08" East, and a chord distance of 842.07 feet;
thence North 89°26'13" West to a point on said right-of-way line a distance of 707.75 feet;
thence along said right-of-way line North 03°20'29" East a distance of 33.46 feet to the **POINT OF BEGINNING.**

Said Parcel containing 1,260,713 square feet or 28.941 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

SCANNED
MAR 2 3 2023

EXHIBIT C

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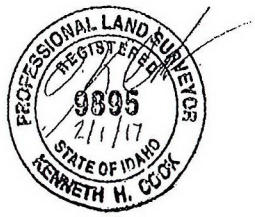
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END OF DESCRIPTION

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Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



SCANNED
MAR 2 3 2023

Instrument # 341896
EMMETT, GEM, IDAHO
2022-06-14 09:57:27 AM No. of Pages: 6
Recorded for: TITLEONE BOISE
SHELLY TILTON Fee: $25.00
Ex-Officio Recorder Deputy SStewart
Index To: TERMINATION AGREEMENT
Electronically Recorded by Simplifile

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

MINATION AGREEMENT

THIS TERMINATION AGREEMENT made this 16TH day of MAY, 2022, is by and between **MICHAEL J. SANCHEZ** and **MORGAN ELIZABETH SANCHEZ aka MORGAN ELIZABETH EBERT**, husband and wife, collectively hereinafter "Sanchezes," and **CLFF M. OHLER** and **SUMMER C. OHLER,** husband and wife, collectively hereinafter "Ohlers." The Sanchezes and Ohlers may be collectively referred to as the parties.

WHEREAS the Sanchezes own certain real property legally described on Exhibit A attached hereto ("Exhibit A Property");

WHEREAS the Ohlers own certain real property legally described on Exhibit B attached hereto ("Exhibit B Property");

WHEREAS the Exhibit A Property and the Exhibit B Property are currently subjected to five separate cross use agreements namely: (1.) a CROSS-EASEMENT AND MAINTENANCE DECLARATION recorded as Instrument #309714 in the Recorder's Office of Gem County, Idaho (hereinafter "309714 Agreement"), (2.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309715 in the Recorder's Office of Gem County, Idaho (hereinafter "309715 Agreement"), (3.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309716 in the Recorder's Office of Gem County, Idaho (hereinafter "309716 Agreement"), (4.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309717 in the Recorder's Office of Gem County, Idaho (hereinafter "309717 Agreement") and (5.) a JOINT IRRIGATION PUMP OPERATING AND MAINTENANCE AGREEMENT recorded as Instrument #309721 in the Recorder's Office of Gem County, Idaho (hereinafter "309721 Agreement");

WHEREAS the 309721 Agreement also affects certain real property owned by the Sanchezes legally described on Exhibit C attached hereto ("Exhibit C Property");

WHEREAS the Sanchezes are currently under contract with the Ohlers to sell the Exhibit A Property to the Ohlers;

WHEREAS the Sanchezes and Ohlers desire to terminate the cross use agreements set forth above to facilitate the sale of the Exhibit A Property to the Ohlers ("Ohler Sale");

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. **Termination and Transfer.** The parties agree that the 309714 Agreement, 309715 Agreement, 309716 Agreement, 309717 Agreement and the 309721 Agreement shall be immediately terminated and have no further force and effect. No further rights or obligations arising from said agreements shall be enforceable. Any and all rights, titles or interests, including easement rights, granted by said agreements to the Sanchezes by virtue of being the owners of the Exhibit A Property and the Exhibit C Property are hereby quitclaimed and transferred to the Ohlers as the owners of the Exhibit B Property. Any

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TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT made this 16TH day of MAY, 2022, is by and between **MICHAEL J. SANCHEZ** and **MORGAN ELIZABETH SANCHEZ aka MORGAN ELIZABETH EBERT**, husband and wife, collectively hereinafter "Sanchezes," and **CLFF M. OHLER** and **SUMMER C. OHLER,** husband and wife, collectively hereinafter "Ohlers." The Sanchezes and Ohlers may be collectively referred to as the parties.

WHEREAS the Sanchezes own certain real property legally described on Exhibit A attached hereto ("Exhibit A Property");

WHEREAS the Ohlers own certain real property legally described on Exhibit B attached hereto ("Exhibit B Property");

WHEREAS the Exhibit A Property and the Exhibit B Property are currently subjected to five separate cross use agreements namely: (1.) a CROSS-EASEMENT AND MAINTENANCE DECLARATION recorded as Instrument #309714 in the Recorder's Office of Gem County, Idaho (hereinafter "309714 Agreement"), (2.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309715 in the Recorder's Office of Gem County, Idaho (hereinafter "309715 Agreement"), (3.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309716 in the Recorder's Office of Gem County, Idaho (hereinafter "309716 Agreement"), (4.) a CROSS-EASEMENT DECLARATION recorded as Instrument #309717 in the Recorder's Office of Gem County, Idaho (hereinafter "309717 Agreement") and (5.) a JOINT IRRIGATION PUMP OPERATING AND MAINTENANCE AGREEMENT recorded as Instrument #309721 in the Recorder's Office of Gem County, Idaho (hereinafter "309721 Agreement");

WHEREAS the 309721 Agreement also affects certain real property owned by the Sanchezes legally described on Exhibit C attached hereto ("Exhibit C Property");

WHEREAS the Sanchezes are currently under contract with the Ohlers to sell the Exhibit A Property to the Ohlers;

WHEREAS the Sanchezes and Ohlers desire to terminate the cross use agreements set forth above to facilitate the sale of the Exhibit A Property to the Ohlers ("Ohler Sale");

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. **Termination and Transfer.** The parties agree that the 309714 Agreement, 309715 Agreement, 309716 Agreement, 309717 Agreement and the 309721 Agreement shall be immediately terminated and have no further force and effect. No further rights or obligations arising from said agreements shall be enforceable. Any and all rights, titles or interests, including easement rights, granted by said agreements to the Sanchezes by virtue of being the owners of the Exhibit A Property and the Exhibit C Property are hereby quitclaimed and transferred to the Ohlers as the owners of the Exhibit B Property. Any

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MAR 23 2023

and all rights, titles or interests, including easement rights, granted by said agreements to the Ohlers by virtue of being the owners of the Exhibit B Property are hereby transferred and quitclaimed to the Sanchezes as the owners of the Exhibit A Property and Exhibit C Property.

2. **Contingency**. The parties agree that this Termination Agreement shall be contingent upon the Sanchezes closing the Ohler Sale and the Ohlers, upon obtaining the Exhibit A Property, granting an access easement over the Exhibit A Property for the benefit of the residential parcel currently owned by the Sanchezes (Gem County Parcel #RPC61450020090). In the event the Ohler Sale is not closed for any reason, this agreement and any grants and transfers of rights, titles or interests shall have no force or effect.

3. **Recordation**. The parties agree that upon the closing of the Ohler Sale, a memorandum of this Agreement may be recorded at the Gem County Recorder's Office.

4. **Additional Documents**. The parties to this Agreement shall execute any additional documents necessary to fully complete the termination of the cross-use agreements listed herein.

5. **Amendments**. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

6. **Attorneys' Fees**. If any party defaults, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, or otherwise protect or enforce the rights granted in this Agreement. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including court costs and a reasonable attorney's fee. Failure of the defaulting party to pay the same upon demand shall constitute a further and additional default hereunder.

7. **Binding Effect**. This Agreement shall be binding upon the heirs, estate personal representatives, successors and assigns of the parties.

8. **Choice of Law**. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho.

9. **Partial Invalidity.** In the event any portion of this Agreement shall be determined invalid, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. It is understood that the remaining provisions shall be construed in a manner most closely approximating the intention of the parties.

10. **Waiver**. Failure of any party to exercise his or her rights upon any default of the others shall not be construed as a waiver of the right to insist upon full performance of all the terms and conditions of this Agreement or of the right to exercise any other rights contained in this Agreement.

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MAR 2 3 2023

IN WITNESS WHEREOF, the parties have executed this Agreement on the day written below.

"OHLERS"

Cliff M. Ohler
Date: 6/3/22

Summer C. Ohler
Date: 6/3/22

"SANCHEZES"

Michael J. Sanchez
Date: 5-16-22

Morgan Elizabeth Sanchez
aka MORGAN ELIZABETH EBERT
Date: 5-16-22

STATE OF IDAHO)
) ss.
County of Ada)

On this 3 day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared CLIFF M. OHLER and SUMMER C. OHLER, husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CHRISTINE WHITTINGTON
COMMISSION #16483
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/15/2026

NOTARY PUBLIC FOR IDAHO
Residence: Boise
My Commission Expires: 8/15/2026

SCANNED
MAR 23 2023

STATE OF IDAHO)
) ss.
County of ADA)

On this 16TH day of MAY, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL J. SANCHEZ and MORGAN ELIZABETH SANCHEZ (aka MORGAN ELIZABETH EBERT), husband and wife, known to me or represented to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residence: CANYON COUNTY
My Commission Expires: 05/06/2027

MICHAEL MOORE
COMMISSION #20212223
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/06/2027

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MAR 23 2023

EXHIBIT A

The following describes a parcel of land being a portion of Lot 6 in Block 1 of Riverview Manor Subdivision as filed for record in Book 3 of Plats at Page 46 in the office of the Gem County Recorder, lying in a portion of Government Lot 1 and 2 of Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, and being more particularly described as follows:

Basis of Bearings:
The East line of the Northeast quarter of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

Beginning at the East quarter corner of said Section 25; thence along the East line of the Southeast quarter of said Section 25
South 02°12'06" East to a point on the Northerly right-of-way line of State Highway 52, a distance of 853.20 feet; thence leaving said East line and along said right-of-way the following three (3) courses:
North 48°16'15" West a distance of 236.58 feet; along a curve to the right with a radius of 2825.00 feet and a central angle of 10°17'00", an arc length of 507.03 feet with a chord bearing of
North 43°07'45" West, and a chord distance of 506.35 feet;
North 37°59'15" West a distance of 1080.62 feet; thence leaving said right-of-way
North 53°41'43" East a distance of 206.60 feet; thence
North 36°18'17" West a distance of 208.70 feet; thence
South 53°41'43" West to said right-of-way line a distance of 207.76 feet; thence along said right-of-way the following two (2) courses: along a curve to the right with a radius of 1106.00 feet and a central angle of 35°53'54", an arc length of 692.96 feet with a chord bearing of
North 14°36'28" West and a chord distance of 681.68 feet;
North 03°20'29" East a distance of 213.46 feet; thence leaving said right-of-way line
South 89°26'13" East a distance of 707.75 feet; thence along a curve to the left with a radius of 610.00 feet and a central angle of 87°17'45", an arc length of 929.40 feet with a chord bearing of
South 28°54'09" West, a chord distance of 842.07 feet; thence
North 53°41'43" East a distance of 37.79 feet; thence
South 36°18'17" East a distance of 248.70 feet; thence
South 53°41'43" West a distance of 79.98 feet; thence from a tangent which bears South 38°36'41" East along a curve to the left with a radius of 610.00 feet, a central angle of 51°23'19", an arc length of 547.11 feet with a chord bearing of
South 64°18'21" East and a chord distance of 528.95 feet; thence
North 90°00'00" East to a point on the East line of the Northeast quarter of said Section 25, a distance of 553.56 feet; thence along said East line
South 00°48'15" West a distance of 367.51 feet to the Point of Beginning.

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MAR 23 2023

EXHIBIT B

The following describes a Parcel of Land being a Portion of Lot 6, Block 1 of Riverview Manor Subdivision as filed for Record in Book 3 of Plats at Page 46 in the Office of the Gem County, Recorder Lying in a Portion of Government Lot 1 & 2 of Section 25, Township 7 North., Range 1 East., BM., Gem County, Idaho and being more particularly described as follows:

BASIS OF BEARINGS:

The East line of the Northeast 1/4 of Section 25, Township 7 North, Range 1 East, Boise Meridian, taken as South 00°48'15" West and distance between monuments found to be 2577.54 feet.

BEGINNING at a point on the Northerly right-of-way line of State Highway 52 from which the Northeast Section corner of said Section 25 bears North 56°26'07" East a distance of 1,768.06 feet;
thence leaving said right-of-way and along a line common to Lots 5 and 6, Block 1 of Riverview Manor Subdivision as filed for Record in Book 3 of Plats at Page 46 in the Office of the Gem County, Recorder South 89°26'13" East a distance of 705.80 feet;
thence continuing along said common line South 85°33'22" East to a point on the East line of the Northeast 1/4 of said Section 25 a distance of 755.13 feet;
thence leaving said common line and along said East line South 00°48'15" West a distance of 1,166.96 feet;
thence leaving said East line South 90°00'00" West a distance of 553.56 feet;
thence along a curve to the right with a radius of 610.00 feet and a central angle of 51°23'19" an arc length of 547.11 feet with a chord bearing of North 64°18'21" West, and a chord distance of 528.95 feet;
thence North 53°41'43" East a distance of 79.98 feet;
thence North 36°18'17" West a distance of 248.70 feet;
thence South 53°41'43" West a distance of 37.79 feet;
thence from a tangent which bears North 14°44'45" West, along a curve to the right with a radius of 610.00 feet and a central angle of 87°17'45" an arc length of 929.40 feet with a chord bearing of North 28°54'08" East, and a chord distance of 842.07 feet;
thence North 89°26'13" West to a point on said right-of-way line a distance of 707.75 feet;
thence along said right-of-way line North 03°20'29" East a distance of 33.46 feet to the **POINT OF BEGINNING.**

Said Parcel containing 1,260,713 square feet or 28.941 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

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MAR 23 2023

Close
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MAR 15 2023
DEPARTMENT OF
WATER RESOURCES

Water Right Report : 65-23297(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	SANCHEZ, MICHAEL J	11980 N HIGHWAY 52	HORSESHOE BND	ID	83629-5116
Original Owner	GOSLIN, AVIS V	RT 1 BOX 73	HORSESHOE BEND	ID	83629
Original Owner	GOSLIN, BEN R	RT 1 BOX 73	HORSESHOE BEND	ID	83629
Original Owner	JENKINS, BOBBY F	PO BOX 1137	NORTH FORK	ID	83466
Previous Owner	MONTGOMERY TRUST	R P MONTGOMERY TRUSTEE 106 MOUNTAIN VIEW DR	HORSESHOE BEND	ID	83629
Previous Owner	MONTGOMERY TRUST	S J MONTGOMERY TRUSTEE 11800 N HWY 52	HORSESHOE BEND	ID	83629
Previous Owner	COOK, CRYSTAL J	PO BOX 243	HORSESHOE BND	ID	83629-0243
Previous Owner	COOK, JOHN D	PO BOX 243	HORSESHOE BND	ID	83629-0243

Water Right Status

Priority Date : 4/19/1954
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
PAYETTE RIVER		SNAKE RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
PAYETTE RIVER	07N	01E	25	1		NE	SE	GEM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.09 CFS	
TOTAL			0.09 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (GEM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	01E	25	2		NE	NE	2
07N	01E	25	2		NW	NE	0.7
07N	01E	25	1		SW	NE	1
07N	01E	25	1		SE	NE	5

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MAR 23 2023

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	01E	25	1		NE	SE	1

Irrigation Totals

Total Acres	Acre Limit
9.70	4.50

Conditions

Code	Condtions
X27	This right is limited to the irrigation of 4.5 acres within the authorized place of use in a single irrigation season.
R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

Licensed Date :
Decreed Date : 6/28/2002
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 65
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust : N
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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MAR 2 3 2023

Close

Water Right Report : 65-23298(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	SANCHEZ, MICHAEL J	11980 N HIGHWAY 52	HORSESHOE BND	ID	83629-5116
Original Owner	GOSLIN, AVIS V	RT 1 BOX 73	HORSESHOE BEND	ID	83629
Original Owner	GOSLIN, BEN R	RT 1 BOX 73	HORSESHOE BEND	ID	83629
Original Owner	JENKINS, BOBBY F	PO BOX 1137	NORTH FORK	ID	83466
Previous Owner	MONTGOMERY TRUST	R P MONTGOMERY TRUSTEE 106 MOUNTAIN VIEW DR	HORSESHOE BEND	ID	83629
Previous Owner	MONTGOMERY TRUST	S J MONTGOMERY TRUSTEE 11800 N HWY 52	HORSESHOE BEND	ID	83629
Previous Owner	COOK, CRYSTAL J	PO BOX 243	HORSESHOE BND	ID	83629-0243
Previous Owner	COOK, JOHN D	PO BOX 243	HORSESHOE BND	ID	83629-0243

Water Right Status

Priority Date : 4/19/1954
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
PAYETTE RIVER		SNAKE RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
PAYETTE RIVER	07N	01E	25	1		NE	SE	GEM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.10 CFS	
TOTAL			0.10 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (GEM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	01E	25	2		NE	NE	2
07N	01E	25	2		NW	NE	0.7
07N	01E	25	1		SW	NE	1

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MAR 2 3 2023

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	01E	25	1		SE	NE	5
07N	01E	25	1		NE	SE	1

Irrigation Totals

Total Acres	Acre Limit
9.70	5.00

Conditions

Code	Condtions
X27	This right is limited to the irrigation of 5.0 acres within the authorized place of use in a single irrigation season.
R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
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T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

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Decreed Date : 6/28/2002
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Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 65
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 4.5
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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MAR 2 3 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 22, 2023

CLIFF M OHLER
SUMMER C OHLER
PO BOX 215
HORSESHOE BND ID 83629-0215

Re: Change in Ownership for Water Right Nos: 65-23297 and 65-23298

Dear Water Right Holders:

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 65 – *via email*

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MAR 23 2023