

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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NOV 21 2024

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-13315 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-7654 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Leslie May Shumate
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Chase and Allison Carlin
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 139 Lake Creek Road Salmon ID 83467
Mailing address City State Zip
- 801-809-7926 chase.ccg@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: October 30, 2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o 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):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] 10/30/2024
 Signature of new owner/claimant Title, if applicable Date
Chase Carlin
 Print name

Signature: [Signature] 10/30/2024
 Signature of new owner/claimant Title, if applicable Date
Allison Carlin
 Print name

For IDWR Office Use Only:

Received by: BM Date: 11-21-24 Receipt No. C119467, C119860 Receipt Amt. \$25.00 \$25.00

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 DM Date 1-21-25

RECEIVED

Dec 19, 2024

DEPARTMENT OF
WATER RESOURCES

Instrument # 0000336128 # Pages: 2
LEMHI COUNTY, Idaho
Oct 30, 2024 04:04 PM Fee: \$ 15.00
For: Alliance Title - Rigby Office
BRENDA ARMSTRONG, Recorder

Personal Representative's Deed

674851

THIS Personal Representative's Deed, is made and entered into October 30, 2024,
by **Donald Eugene Carr, Personal Representative of the Estate of**
Leslie May Shumate, deceased,
Grantor, to:

Chase Carlin and Allison Carlin, husband and wife,

Grantee, whose address is: 4508 S Park Hill Dr Salt Lake City, UT 84124

WHEREAS, Grantor is the qualified Personal Representative of the Estate of Leslie May Shumate, deceased, filed as Case No. **CV30-24-0108** in the **Seventh** Judicial District, State of ID, County of **Lemhi**

NOW THEREFORE, for valuable consideration received, Grantor does hereby grant, bargain, sell and convey unto Grantee the following described real property located in the State of ID, County of Lemhi:

See Attached Exhibit "A"

TO HAVE AND TO HOLD, all and singular, the Premises, together with all improvements thereon and appurtenances thereto, unto the said Grantee and Grantee's successors and assigns forever, subject to real property taxes and assessments for the current year and to all encumbrances of record or appearing on the land.

IN WITNESS WHEREOF, Grantor has hereunto caused this Deed to be executed as of the Effective Date.

Dated: 10-30-24

The Estate of Leslie May Shumate

Donald Carr
Donald Eugene Carr, Personal Representative

State of Idaho County of Teton

On this 30th day of October, 2024, before me, the undersigned, A Notary Public in and for said State, personally appeared Donald Eugene Carr, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Personal Representative of the Estate of Leslie May Shumate and executed the same as Personal Representative.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jennifer Kunz
Notary Public for the State of Idaho
Residing at: Victor ID
Commission Expires: March 14, 2029

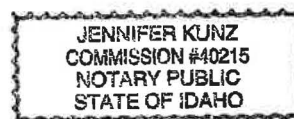


Exhibit "A"

Parcel 1

Lot 5 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 2

Lot 7 and the North half of Lot 8 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 3

Lot 9 and the South half of Lot 8 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 4

A parcel of land situated within Section 2, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the Closing Corner of Sections 1 and 2, Township 19 North, Range 21 East, Boise Meridian;

Thence along the East line of Section 2 South $0^{\circ}11'10''$ East, 1022.61 feet to a BLM monument marking the Southeast Corner of Government Lot 1, Section 2;

Thence South $35^{\circ}41'39''$ West, 632.26 feet to a point on the West line of Lake Creek Subdivision No. 1, which is the Point of Beginning;

Thence along the West line of said Subdivision South $0^{\circ}04'29''$ East, 872.88 feet;

Thence North $81^{\circ}54'54''$ West, 223.93 feet;

Thence North $7^{\circ}55'36''$ East, 498.58 feet;

Thence North $10^{\circ}13'32''$ West, 303.83 feet;

Thence North $45^{\circ}39'00''$ East, 80.37 feet;

Thence South $87^{\circ}03'36''$ East, 148.47 feet to the Point of Beginning.

Parcel 5

A portion of Lot 10, Block 5, Lake Creek Subdivision No. 1 in Lemhi County, Idaho, more particularly described as follows:

Beginning at the Southwest Corner of Lot 10, Block 5, Lake Creek Subdivision No. 1;

Thence along the West line of Lot 10 North $0^{\circ}04'29''$ West, 100.00 feet to the Northwest Corner of said Lot 10;

Thence along the North line of Lot 10 North $89^{\circ}56'31''$ East, 191.44 feet;

Thence South $48^{\circ}26'33''$ West, 66.92 feet;

Thence South $34^{\circ}45'32''$ West, 67.80 feet to the South line of Lot 10;

Thence South $89^{\circ}56'31''$ West, 102.58 feet to the Point of Beginning.

Parcel 6

A portion of Block 1, Lake Creek Subdivision No. 1 in Lemhi County, Idaho, more particularly described as follows:

Beginning at the Northwest Corner of Block 1, Lake Creek Subdivision No. 1;

Thence along the North line of Block 1 North $89^{\circ}56'31''$ East, 102.58 feet;

Thence South $34^{\circ}45'32''$ West, 87.54 feet;

Thence North $81^{\circ}54'54''$ West, 53.12 feet to the West line of Block 1;

Thence along the West line of Lot 1 North $0^{\circ}04'29''$ West, 64.34 feet to the Point of Beginning.



RECEIVED

Dec 19, 2024

DEPARTMENT OF
WATER RESOURCES

Chase Carlin
Allison Carlin
4508 S Park Hill Dr
Salt Lake City, UT 84124

Date: November 4, 2024
Order No.: 674851

Dear Valued Customer(s),

Thank you for the opportunity to serve you. Your business is appreciated!

Enclosed please find your original recorded Deed and Title Insurance Policy issued by Alliance Title & Escrow, LLC. This Policy is your guarantee of ownership and should be retained with your other valuable real estate papers. Please read the Policy carefully. If you have any questions, please feel free to contact our office at the number below and one of our knowledgeable staff members will be happy to assist you.

We hope that your real estate transaction went as smoothly as possible and we would like to assist you again in the future. We have created a special file regarding your property and are therefore in a position to render you even better service with your future transactions. In the event you desire to sell or refinance your property in the future, please contact us for applicable credits and faster service. Be sure to inform the real estate agent or lender handling your transaction that you want your title insurance issued by Alliance Title & Escrow, LLC

We appreciate the opportunity to serve you and look forward to handling all of your future real estate closings and title insurance needs. Keep in mind that at **Alliance Title & Escrow, LLC**, protection of your property is not only your first concern, but ours as well.

A copy of our Privacy Policy is available on our website, via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.

Sincerely,

Kathleen Brown

Title Officer
Alliance Title & Escrow, LLC
581 Rigby Lake Rd., Rigby, ID 83442
Phone: 208-745-9495 | Fax: 208-745-7917
Enclosure(s)

Yes, it matters where you close.



ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number OY-8331968

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

COVERED RISKS

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

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 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;
 - i. the failure of a person or Entity to have authorized a transfer or conveyance;
 - ii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iii. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - iv. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - v. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vi. a defective judicial or administrative proceeding; or
 - vii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

Countersigned:

Kathlean Brown

Authorized Signature

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111

www.oldrepublictitle.com

By

C. Monroe

President

Attest

David Wold

Secretary

- a. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- b. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land..
- 5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - a. the character, dimensions, or location of an improvement on the Land;
 - b. the subdivision of the Land; or
 - c. environmental remediation or protection on the Land.
- 6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
- 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - a. the taking occurred and is binding on a purchaser for value without Knowledge.
- 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
- 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - i. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - i. of the recording of the instrument vesting the Title in the Public Records 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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

The following matters are 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:

- 11. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - i. the character, dimensions, or location of any improvement on the Land;

- ii. the subdivision of land; or
 - iii. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 12. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 13. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - a. not Known to the Company, not recorded in the Public Records at the 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;
 - b. resulting in no loss or damage to the Insured Claimant;
 - c. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - d. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 14. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - a. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - i. for any other reason not stated in Covered Risk 9.b.
- 15. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 16. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 17. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - i. that wholly owns the Insured; or
 - ii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - i. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - ii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":

- i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (b) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (c) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (d) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;
 - (1) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (2) a spouse who receives the Title because of a dissolution of marriage;
 - (3) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (4) another Insured named in Item 1 of Schedule A.
- ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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.

18. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- a. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- b. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

19. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- a. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

20. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or

damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

21. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not 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 any cause of action that alleges matters not insured against by this policy.
- a. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- b. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

22. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- i. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

In case of a claim under this policy, the Company has 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. 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 or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- a. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. 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

- i. To pay or otherwise settle with the Insured Claimant the loss or damage provided for 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

24. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

25. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not 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.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

26. REDUCTION OR TERMINATION OF INSURANCE

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

27. LIABILITY NONCUMULATIVE

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

28. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage

within 30 days.

29. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
- a. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- b. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

30. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- a. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - i. extend the Date of Policy,
 - ii. insure against loss or damage exceeding the Amount of Insurance, or
 - iii. increase the Amount of Insurance.

31. SEVERABILITY

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

32. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

a. *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 having jurisdiction.

33. NOTICES

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: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

34. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

35. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org**Error! Hyperlink reference not valid..** The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- a. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- b. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.

The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Updated 1/1/2023



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

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

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

**ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY

Old Republic National Title Insurance Company

Issuing Agent: Alliance Title & Escrow, LLC

Issuing Office: 581 Rigby Lake Rd., Rigby, ID 83442

Issuing Office's ALTA® Registry ID:

Issuing Office File Number: 674851

Property Address: 139 Lake Creek Rd, Salmon, ID 83467

Name and Address of Title Insurance Company:

**Old Republic National Title Insurance Company
11055 Wayzata Blvd., Ste. 250
Hopkins, MN 55305**

File Number: 674851

Policy Number: OY-8331968

Amount of Insurance: \$257,000.00

Premium: \$1,179.00

Date of Policy: October 30, 2024 4:05PM

1. The Insured is:

Chase Carlin and Allison Carlin

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

FEE SIMPLE

3. The Title is vested in:

Chase Carlin and Allison Carlin, husband and wife

4. The Land is described as follows:

Parcel 1

Lot 5 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 2

Lot 7 and the North half of Lot 8 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 3

Lot 9 and the South half of Lot 8 in Block 5 of Lake Creek Subdivision No. 1, according to the Official Plat thereof filed for record in Book 2 of Plats at Page 12, Official Records of Lemhi County, Idaho.

Parcel 4

A parcel of land situated within Section 2, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

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File No.: 674851

ALTA Owner's Policy of Title Insurance (07-01-2021)

AMERICAN
LAND TITLE
ASSOCIATION



Commencing at a brass cap monument marking the Closing Corner of Sections 1 and 2, Township 19 North, Range 21 East, Boise Meridian;
Thence along the East line of Section 2 South 0°11'10" East, 1022.61 feet to a BLM monument marking the Southeast Corner of Government Lot 1, Section 2;
Thence South 35°41'39" West, 632.26 feet to a point on the West line of Lake Creek Subdivision No. 1, which is the Point of Beginning;
Thence along the West line of said Subdivision South 0°04'29" East, 872.88 feet;
Thence North 81°54'54" West, 223.93 feet;
Thence North 7°55'36" East, 498.58 feet;
Thence North 10°13'32" West, 303.83 feet;
Thence North 45°39'00" East, 80.37 feet;
Thence South 87°03'36" East, 148.47 feet to the Point of Beginning.

Parcel 5

A portion of Lot 10, Block 5, Lake Creek Subdivision No. 1 in Lemhi County, Idaho, more particularly described as follows:

Beginning at the Southwest Corner of Lot 10, Block 5, Lake Creek Subdivision No. 1;
Thence along the West line of Lot 10 North 0°04'29" West, 100.00 feet to the Northwest Corner of said Lot 10;
Thence along the North line of Lot 10 North 89°56'31" East, 191.44 feet;
Thence South 48°26'33" West, 66.92 feet;
Thence South 34°45'32" West, 67.80 feet to the South line of Lot 10;
Thence South 89°56'31" West, 102.58 feet to the Point of Beginning.

Parcel 6

A portion of Block 1, Lake Creek Subdivision No. 1 in Lemhi County, Idaho, more particularly described as follows:

Beginning at the Northwest Corner of Block 1, Lake Creek Subdivision No. 1;
Thence along the North line of Block 1 North 89°56'31" East, 102.58 feet;
Thence South 34°45'32" West, 87.54 feet;
Thence North 81°54'54" West, 53.12 feet to the West line of Block 1;
Thence along the West line of Lot 1 North 0°04'29" West, 64.34 feet to the Point of Beginning.

**ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE B**

ISSUED BY
Old Republic National Title Insurance Company

File Number: 674851

Policy Number: OY-8331968

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Rights or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
8. Ditch, road and public utility easements as the same may exist over said Land.
9. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.
10. Rights of the State of Idaho in and to that portion of said Land, if any, lying in the bed or former bed of the Salmon River, if it is navigable.
11. Any question of location, boundary or area related to the Salmon River, including, but not limited to, any past or future changes in it.
12. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
13. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
14. Any difference in the mean high water line of the Salmon River and the meander line as shown by government survey.
15. Easements, reservations, notes and/or dedications as shown on the official plat of [Lake Creek Subdivision No. 1](#).

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File No.: 674851

9010 ALTA Owner's Policy of Title Insurance Schedule B (07-01-2021)

AMERICAN
LAND TITLE
ASSOCIATION



16. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: June 17, 1950
Instrument No.: [71814](#)
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: April 4, 1968
Instrument No.: [107752](#)
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: A.W. Brown Company
Purpose: Public Utilities
Recorded: August 7, 1984
Instrument No.: [172595](#)
19. The provisions contained in Warranty Deed.
Recorded: December 4, 1989.
Instrument No.: [204427](#).
As follows: Right of Way.
20. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: September 20, 1991
Instrument No.: [211746](#)
21. Agreement and the terms and conditions contained therein
Between: Landowners
And: Lot Owners
Purpose: A roadway from Williams Lake Subdivision to Lake Creek Subdivision
Recorded: June 4, 1999
Instrument No.: [240789](#)
22. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$400,000.00
Dated: October 30, 2024
Trustor: Chase Carlin and Allison Carlin, husband and wife
Trustee: Alliance Title & Escrow, LLC
Beneficiary: Pattillo Enterprises, LLC
Recorded: October 30, 2024
Instrument #: 336129





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 Mathew Weaver

January 23, 2025

CHASE CARLIN
ALLISON CARLIN
139 LAKE CREEK RD
SALMON ID 83467-5136

Re: Change in Ownership for Water Right No(s): **75-7654, 75-13315**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/22/2025

Water Right 75-7654

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CHASE CARLIN 139 LAKE CREEK RD SALMON, ID 83467-5136 (801) 809-7926
Current Owner	ALLISON CARLIN 139 LAKE CREEK RD SALMON, ID 83467-5136 (801) 809-7926
Original Owner	WILLIAM M SALO 516 MAIN ST PMB 360 SALMON, ID 83467-2405 (208) 303-7519
Previous Owner	LESLIE MAY SHUMATE 139 LAKE CREEK RD SALMON, ID 83467-5136 (208) 756-2042

Priority Date: 6/23/1997

Basis: License

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	0.020 CFS	2.5 AF
STOCKWATER	01/01	12/31	0.020 CFS	0.1 AF
DOMESTIC	01/01	12/31	0.020 CFS	0.6 AF
	<u>Total Diversion</u>		0.060 CFS	3.2 AF

Source and Point(s) of Diversion:

GROUND WATER SENE

Sec. 2, Twp 19N, Rge 21E, LEMHI County

Place Of Use:

STOCKWATER within LEMHI County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	21E	2				X													

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/22/2025

DOMESTIC within LEMHI County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	21E	2				X													

IRRIGATION within LEMHI County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	21E	2				0.7													0.7

POU Total Acres: 0.7

Conditions of Approval:

1. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
2. WB5 Domestic use is for 1 home and does not include lawn, garden, landscape, or other types of irrigation.
3. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. x01 This right when combined with 75-13315 is limited to domestic use for 1 home.

Dates and Other Information:

Licensed Date: 3/14/2013
Water District Number: NWD
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 3.5
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

1/22/2025

IDAHO DEPARTMENT OF WATER RESOURCES

1/22/2025

Proof Report

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PROPERTY ALSO KNOWN AS BLK 5, LOTS 7, 8, 9 LAKE CREEK SUBDIVISION PARCEL NO. RP00068005009A

Dates and Other Information:

Decreed Date: 11/10/2000

Civil Case Number: 39576

Judicial District: FIFTH

State or Federal: S

Water District Number: EXC

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

Hersley, Jean

From: Allison Carlin <allisonlcarlin@gmail.com>
Sent: Thursday, December 19, 2024 12:05 PM
To: IDWR File
Subject: Additional Documentation for Water Rights 75-7654 & 75-13315
Attachments: Carlin_PR DEED.pdf; Carlin_Salmon_OwnersPolicy.pdf; Chase and Allison Carlin - 75-7654 & 75-13315.pdf

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

Hello.

Please see attached additional required documentation for water rights 75-7654 & 75-13315.

Fees will be mailed separately.

Thank you,

Allison & Chase Carlin

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, December 18, 2024 2:34 PM
To: chase.ccg@gmail.com
Subject: Regarding Your Received Notice of Change in Water Right Ownership
Attachments: Chase and Allison Carlson - 75-7654 & 75-13315.pdf

Hello,

Please see the attached letter regarding your received Notice of Change in Water Right Ownership for water rights 75-7654 & 75-13315.

Required documentation may be electronically submitted to: file@idwr.idaho.gov.

Any filing fees may be paid in person at any of our Regional offices or you may mail in fees and/or required documentation to our State Office location: 322 E Front St Ste 648, Boise, ID 83702-7371

I cannot receive documentation through this email, but feel free to reply with any questions you may have regarding your ownership change.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720

Boise, Idaho 83720-0098



DEC 16 2024

CHASE CARLIN
ALLISON CARLIN
139 LAKE CREEK RD
SALMON ID 83467-5136

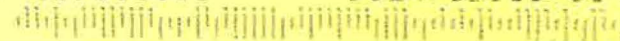
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Y. A. I. A. N. T.

JIMMIE T. EDWARDS

3C: 837209898 * 3914-03650-35-41





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 Mathew Weaver

December 06, 2024

CHASE CARLIN
ALLISON CARLIN
139 LAKE CREEK RD
SALMON ID 83467-5136

RE: Change in Ownership for Water Right No(s): **75-13315, 75-7654**

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question
- Filing Fee of \$25

During our review of the documentation you submitted we found that we will need different documentation to proceed. The Department received a Final Statement from Alliance Title and Escrow, which is not an acceptable document for this process.

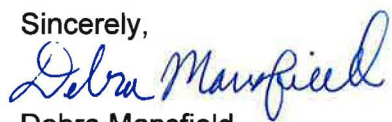
The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. **Please note, items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.**

Also, the Department received a \$25 filing fee with your Notice. Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 **per** water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be \$25.

Because the Department cannot process the Notice without proper documentation & fees, we will hold any action on your notice pending receipt of the necessary information & fees. If we do not receive the necessary information & fees within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208)287-4800.

Sincerely,



Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

c: LESLIE MAY SHUMATE