

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 30 2023

Department of Water Resources  
Eastern Region

## 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 35-8155               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Anna and Royce Brookshier  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brock and Amy Searle  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☒ or
- 1480 N 475 E      Shelley      ID      83274  
Mailing address      City      State      Zip
- 208-497-8909      brock.searle@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: 1/26/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐  
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:  
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☒ Filing fee (see instructions for further explanation):  
☐ \$25 per *undivided* water right.  
☐ \$100 per *split* water right.  
☐ No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature]      1/26/2023  
Signature of new owner/claimant      Title, if applicable      Date  
Brock Searle  
Print name
- Signature: [Signature]      1/26/2023  
Signature of new owner/claimant      Title, if applicable      Date  
Amy Searle  
Print name

Received by: CJA      Date: 1/30/22      For IDWR Office Use Only:      Receipt No. 2048876      Receipt Amt. \$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: JB      Processed by: JB      Date: 2/27/2023



Instrument # 741818  
BINGHAM COUNTY, IDAHO  
2022-01-26 01:08:18 PM No. of Pages: 1  
Recorded for: AMERITITLE - IDAHO FALLS  
PAMELA W. ECKHARDT Fee: \$15.00  
Ex-Officio Recorder Deputy RW/ixom  
Index To: WARRANTY DEED  
Electronically Recorded by Simplifile

### WARRANTY DEED

Order No.: 512269AM

#### FOR VALUE RECEIVED

**Alan Laird Brookshier as successor trustee of the Royce and Anna Brookshier Trust under Trust Agreement dated March 17, 2005**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Brock Searle and Amy Searle, husband and wife**

whose current address is:

705 Mya Ln Idaho Falls, ID 83402

the grantee(s), the following described premises, in Bingham County, Idaho,  
TO WIT:

#### Parcel 1:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1055.2 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 1268.46 feet; thence South 00°18'50" East along the West line of a county road 131.9 feet; thence North 89°26'00" West 1268.46 feet; thence North 00°18'50" West 131.9 feet to the Point of Beginning.

#### Parcel 2:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1187.1 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 938.21 feet; thence South 00°18'50" East 131.9 feet more or less; thence North 89°23'00" West 938.23 feet more or less; thence North 00°18'50" West 130.8 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 25, 2022

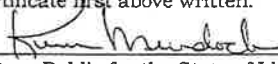
The Royce and Anna Brookshier Trust

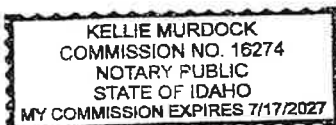
BY:   
Alan Laird Brookshier, Successor Trustee

State of Idaho ss.  
County of Bonneville

On this 26 day of January, 2022, before me, the undersigned a Notary Public in and for said state, personally appeared Alan Laird Brookshier known or identified to me to be the person whose name is subscribed to the foregoing instrument as successor trustee of the Royce and Anna Brookshier Trust, and acknowledged to me that he/she/they executed the same as Successor Trustee.

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 the State of Idaho  
Residing at:  
Commission Expires:



## Certification of Trust for the Royce & Anna Brookshier Trust dated March 17, 2005

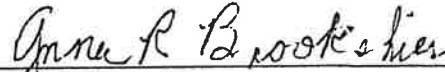
Pursuant to Idaho Code Ann. § 68-114, this Certification of Trust is signed by all the currently acting Trustees of the Royce & Anna Brookshier Trust dated March 17, 2005, as restated on November 17, 2020, who declare:

1. The Trustmakers are Royce L. Brookshier and Anna R. Brookshier. The trust is revocable by the Trustmakers, acting jointly and not separately.
2. The Trustees of the trust are Royce L. Brookshier and Anna R. Brookshier. The signatures of both Trustees are required to conduct business on behalf of the trust unless one Trustee explicitly grants signature authority to the other in writing.
3. The Trustee Succession provisions are set forth in Article Three of the trust.
4. The tax identification number of the trust is the Social Security number of either Royce L. Brookshier or Anna R. Brookshier.
5. Title to assets held in the trust will be titled as:  
  
Royce L. Brookshier and Anna R. Brookshier, Trustees, or their successors in interest, of the Royce & Anna Brookshier Trust dated March 17, 2005, and any amendments thereto.
6. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
7. Excerpts from the trust document that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests.
8. The terms of the trust provide that a third party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
9. The trust has not been revoked, modified, or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

November 17, 2020



Royce L. Brookshier, Trustee



Anna R. Brookshier, Trustee

STATE OF IDAHO

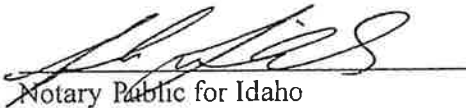
)

) ss.

COUNTY OF BONNEVILLE

)

On this day, November 17, 2020, before me Joseph Fairbank, a notary public, personally appeared Royce L. Brookshier and Anna R. Brookshier, as Trustees, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within Certification of Trust, and acknowledged that they executed the same.

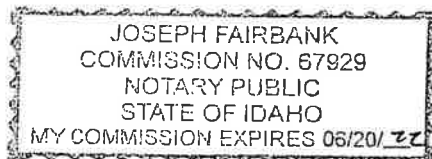


Notary Public for Idaho

Residing at: Idaho Falls

My commission expires: 06/20/2022

(SEAL)



The Legal Representative of either of us may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petitioned court acquires jurisdiction over the trust only to the extent necessary to make the appointment. The trust is not subject to the court's continuing jurisdiction.

All appointments, removals, and revocations must be by signed written instrument.

### **Section 3.03 Trustee Succession after the Death of Either or Both of Us**

After the death of either or both of us, this Section governs the removal and replacement of our Trustees.

#### **(a) Upon the Death of a Trustmaker**

Upon the death of a Trustmaker, the other Trustmaker may serve as sole Trustee of all trusts created under this instrument.

If the other Trustmaker is unable or unwilling to serve for any reason, we name the following to serve as successor Trustee in this order:

Alan Laird Brookshier then

Peggy Ann Brookshier.

#### **(b) Appointment of Successor Trustees by the Surviving Trustmaker**

After the death of one of us, the surviving Trustmaker may appoint the current or successor Trustees for any trust created under this instrument. The surviving Trustmaker may amend or revoke this appointment. Except for the Trustee of the Survivor's Trust, any Trustee appointed by the surviving Trustmaker to a trust of which the surviving Trustmaker is a beneficiary must be an individual or corporate fiduciary that is not related or subordinate to the surviving Trustmaker within the meaning of Internal Revenue Code Section 672(c).

#### **(c) Removal of a Trustee**

After the death of one of us, the surviving Trustmaker may remove any Trustee, with or without cause. If the surviving Trustmaker is incapacitated, the person appointed guardian may remove any Trustee, with or without cause.

After the death of both of us, a majority of the Income Beneficiaries of any trust created under this instrument may remove a Trustee of the trust, with or without cause.

A Trustee may be removed under this Subsection only if the person or persons having the right of removal appoints an attorney, certified public accountant, or corporate fiduciary by the effective removal date and this appointee simultaneously commences service as Trustee. The Trustee appointed to serve as successor Trustee may not be related or subordinate

File No./Escrow No.: 512269AM

Officer/Escrow Officer: Kellie Murdock

**AmeriTitle, LLC**  
**1650 Elk Creek Dr.**  
**Idaho Falls, ID 83404**  
**(208)524-6600**

Property Address: 1480 N 475 E  
 SHELLEY, ID 83274 (BINGHAM)  
 (RP0372901, RP0372907)

Buyer: BROCK SEARLE AND AMY SEARLE

Seller: THE ROYCE AND ANNA BROOKSHIER TRUST  
 1480 N 475 E  
 Shelley, ID 83274

Lender:

Settlement Date: 1/26/2022

Disbursement Date: 1/26/2022

| Description                                                                   | Buyer        |              |
|-------------------------------------------------------------------------------|--------------|--------------|
|                                                                               | Debit        | Credit       |
| <b>Deposits, Credits, Debits</b>                                              |              |              |
| Sale Price of Property                                                        | \$200,000.00 |              |
| Deposit                                                                       |              | \$500.00     |
| <b>Prorations</b>                                                             |              |              |
| MH TAXES 1/26/2022 to 1/1/2023 @ \$80.24/Year                                 | \$74.74      |              |
| County Taxes 1/1/2022 to 1/26/2022 @ \$292.22/Year                            |              | \$20.02      |
| County Taxes 1/1/2022 to 1/26/2022 @ \$13.94/Year                             |              | \$0.95       |
| <b>Title Charges</b>                                                          |              |              |
| Title - Settlement or Closing Fee to AmeriTitle, LLC                          | \$350.00     |              |
| <b>Government Recording and Transfer Charges</b>                              |              |              |
| eRecording Fees Paid to SimpliFile - Buyer/Borrower to AmeriTitle, LLC \$4.75 | \$4.75       |              |
| Recording fees: Deed \$15.00                                                  | \$15.00      |              |
| <b>Additional Settlement Charges</b>                                          |              |              |
| MH Title Transfer Fee to Bingham County Assessor's \$14.00                    | \$14.00      |              |
|                                                                               | Debit        | Credit       |
| <b>Subtotals</b>                                                              | \$200,458.49 | \$520.97     |
| Due From Buyer                                                                |              | \$199,937.52 |
| <b>Totals</b>                                                                 | \$200,458.49 | \$200,458.49 |

Please note, our wire instructions will not change. If you should get emails requesting a change to the wire instructions, please contact me immediately at (208)524-6600. We bring this to your attention because, unfortunately, real estate transactions are a target for wire fraud.

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize AmeriTitle, LLC to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

BROCK SEARLE

AMY SEARLE

SETTLEMENT COORDINATOR

Kellie Murdock



Parcel Number

RP0372901

Property Address

1480 N 475 E  
SHELLEY ID 83274

Property Year

2021

Legal Description

T1N R36E SEC 23  
T-6337 P/C W/0372907  
MH0372901

Tax Code Area

034-000

Parcel Status  
Property Type  
Sub TypeActive  
Real Property

Owner/Contact Name

BROOKSHIER ROYCE L/ANNA R TRUS  
BROOKSHIER ROYCE L TTEE  
BROOKSHIER ANNA R TTEE

Type

OWNER  
OWNER  
OWNER

Relationship

Owner% HOE  
100.00%  
0.00%  
0.00%

Mailing Address

C/O ALAN BROOKSHIER  
525 BUCKBOARD LN  
IDAHO FALLS ID 83402

Land Group

T1N R36E SEC 23  
Township 1N Range 36E Section 23

Location Code

36  
Parcel Type PC  
Zoning A

Reappraisal Year

2020

Inspection Date

08/06/2019

Appraiser Initials

DH

Associated Parcels

MH0372901

Building Permits

None

Parcel Exemption: None

CB: No NC: No

Name(s) shortened for printing. Type &amp; percent are from data conversion. Refer to actual instrument(s).

Tax Certification  
SOLID WASTEDistrict Roll Type Units Amount  
992 PR 9 1 \$Instrument Eff Date Action Source Target  
552193 04/05/2005 Ownership 2005

| SCC     | CHARACTERISTIC |        |                    | ROLLS    |           |        | ACRES    |                |                  | VALUATION SUMMARY |                  |                  | URBAN RENEWAL |  |
|---------|----------------|--------|--------------------|----------|-----------|--------|----------|----------------|------------------|-------------------|------------------|------------------|---------------|--|
|         | Type           | Suffix | Description        | Assessed | Occupancy | Status | Quantity | Assessed Value | Exemption Amount | Net Taxable Value | Net Taxable Base | Net Taxable Incr |               |  |
| 1       | FARM           |        |                    | PRIMARY  | NO        | E      | 1.840    | \$ 1,382       | \$ --            | \$ 1,382          | --               | --               |               |  |
| 5       | FARM           |        |                    | PRIMARY  | NO        | E      | 1.000    | \$ 7           | \$ --            | \$ 7              | --               | --               |               |  |
| 10      | LAND           |        |                    | PRIMARY  | NO        | E      | 1.000    | \$ 47,000      | \$ -23,500 HO    | \$ 23,500         | --               | --               |               |  |
| 32      | RESD           | C      | HORSE STABLE/COVER | PRIMARY  | NO        | E      |          | \$ 4,093       | \$ --            | \$ 4,093          | --               | --               |               |  |
| TOTALS: |                |        |                    |          |           |        | 3.840    | \$ 52,482      | \$ -23,500 HO    | \$ 28,982         | --               | --               |               |  |

ROLL STATUS: E Equalized (Final)

Homeowner's Exemption



# BINGHAM COUNTY

## Estimated Taxes

Based on Most Current Certified Levies

### SELECTION CRITERIA

Tax Year: 2022  
Tax Code Area: 034-000  
Estimate Based On: TAXABLE VALUE  
\$3,000  
Tax Certifications: Include  
District Breakdown: Exclude

PARCEL NUMBER  
MH0372901

CURRENT OWNER/CONTACT NAME(S)  
BROOKSHIER ROYCE L/ANNA R TRUST

MAILING ADDRESS  
C/O ALAN BROOKSHIER  
525 BUCKBOARD LN  
IDAHO FALLS ID 83402

LEGAL DESCRIPTION  
T1N R36E SEC 23  
1972 FUQUA 24X60  
RP0372901

PRIMARY PROPERTY ADDRESS  
1478 N 475 E  
SHELLEY ID 83274

| DISTRICT<br># Description    | Contact<br>Telephone | Levy           | Estimated<br>Charge |
|------------------------------|----------------------|----------------|---------------------|
| 020 COUNTY                   | (208) 782-3160       | 0.005269543 \$ | 15.81               |
| 240 SCHOOL 60 (SHELLEY)      | (208) 357-3411       | 0.002956968 \$ | 8.87                |
| 241 SCH #60 - TORT (SHELLEY) | (208) 357-3411       | 0.000041586 \$ | 0.12                |
| 590 WOODVILLE CEM            | (208) 357-5661       | 0.000059224 \$ | 0.18                |
| 620 SH/FIRTH FIRE            | (208) 681-7002       | 0.000637158 \$ | 1.91                |
| 700 NO BINGHAM LIB           | (208) 357-7801       | 0.000530156 \$ | 1.59                |
| 800 AMBULANCE DIST           | (208) 782-3160       | 0.000390062 \$ | 1.17                |
| 820 MOSQUITO ABATEMENT       | (208) 782-3190       | 0.000198058 \$ | 0.59                |
| 992 SOLID WASTE              |                      | \$             | 50.00               |
| TOTALS:                      |                      | 0.010082755 \$ | 80.24               |

estimate

A.B.

B.S.

A.S.



1650 Elk Creek Dr. Idaho Falls, ID 83404 (208)524-6600 FAX (208)524-6072

## ESCROW INSTRUCTIONS

TO: AMERITITLE, LLC

ESCROW # 512269AM

**Seller(s): The Royce and Anna Brookshier Trust**  
**Buyer(s): Brock Searle and Amy Searle**

### Legal Description:

#### Parcel 1:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1055.2 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 1268.46 feet; thence South 00°18'50" East along the West line of a county road 131.9 feet; thence North 89°26'00" West 1268.46 feet; thence North 00°18'50" West 131.9 feet to the Point of Beginning.

#### Parcel 2:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1187.1 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 938.21 feet; thence South 00°18'50" East 131.9 feet more or less; thence North 89°23'00" West 938.23 feet more or less; thence North 00°18'50" West 130.8 feet to the Point of Beginning.

**Seller hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:**

#### Executed Deed, MH Title

Seller authorizes preparation, delivery, release, and recording of documents when AmeriTitle, LLC holds for the account of the seller the sum as shown on the signed estimated closing statement and further authorizes credits, deductions, and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Sellers represent to AmeriTitle, LLC they have read and approved the herein mentioned commitment for title insurance and have not executed any lien documents (such as a deed of trust or mortgage) that are not reflected on the commitment for title insurance. Sellers further acknowledge and will indemnify AmeriTitle, LLC against any loss should a lien be executed by the undersigned and recorded prior to the closing of this transaction.

**Buyer hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:**

**Certified or collected funds, Loan proceeds and security instrument (if any) in the amount of ,**

Buyer authorizes preparation, delivery, release and recording of documents when AmeriTitle, LLC is prepared to issue an Owner's Title insurance policy (ALTA 2006) in Standard form in the amount of the sales price insuring the Grantee on the deed deposited by Seller on the property described in the commitment for title insurance: order # 512269AM, report # 1 subject to exceptions # 1-7, 9-17 and recorded documents as shown above. Unless instructed differently within this file title to the subject property shall be conveyed into the names of **Brock Searle and Amy Searle, husband and wife**. If Buyer is obtaining a new loan, AmeriTitle, LLC is authorized to record any documents and issue any ALTA Lender's policy required by or on behalf of Lender. Buyer further authorizes credits, deductions and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing

statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

**Seller and Buyer jointly provide the following authorizations/instructions to AmeriTitle, LLC:**

**Prorate:** AmeriTitle, LLC is to pro-rate as of **January 26, 2022** the following and charge or credit to my account accordingly:

**Real Property taxes and MH Taxes**

Assume a 365-day year, except in a leap year when it shall be a 366-day year, in any prorate herein provided, unless the parties otherwise instruct AmeriTitle, LLC. AmeriTitle, LLC is to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

**AmeriTitle, LLC accepts no responsibility for and the undersigned hereby hold harmless AmeriTitle, LLC for the change in taxes levied from the previous year to the current year.**

**If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.**

**If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.**

**Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.**

**Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Sellers(s) for the current year.**

Initials A.B.C.

Initials B.S. / A.S.

**Closing:** The expression "Close" or "Close of Escrow" for purposes of this agreement, means the date in which documents referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged. We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Documents may be released to a third party vendor for delivery to the parties and/or lender/broker involved. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, LLC holds all necessary executed documents and all collected funds.**

**Hazard Insurance:** In all acts in this escrow relating to hazard insurance, including adjustments, if any, AmeriTitle, LLC shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. The parties are to secure coverage outside of this escrow to protect their interest(s) as they may appear.

**Copies:** AmeriTitle, LLC is authorized to furnish to any attorney, tax advisor, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, tax advisor, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

**Counterpart & Email:** These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by email and AmeriTitle, LLC may complete all necessary actions without receipt of original signed instructions.

**Receipt & Disbursement of funds:** AmeriTitle, LLC may at their discretion, receive and/or disburse any funds in connection with this agreement by electronic wire transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by AmeriTitle, LLC for this service.

**Refunds:** Any funds remaining on deposit after closing or refunds received by you will be refunded to the party whose account was charged. No further instructions will be required by you from either party prior to the disbursement of any such refund. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable charge as custodian thereof not to exceed Twenty-Five Dollars (\$25.00).

**Payoffs & Releases:** Seller and Buyer authorize and instruct AmeriTitle, LLC upon closing to pay all liens being released or discharged through this escrow in accordance with the payoff statements or instructions received by AmeriTitle, LLC from the lien holders.

**Seller and Buyer acknowledge the following:**

AmeriTitle, LLC has no liability or responsibility with respect to the following matters: (Unless expressly authorized by separate written instruction and acknowledged by AmeriTitle, LLC)

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws.
- Compliance with State or Federal law relating to construction liens, homeowners protection act or lead based paint, seller disclosures, subdivision acts and/or zoning ordinances.
- Compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA.
- Filing and/or searching for any filed Financing Statements (UCC-1) and/or their release.
- Utilities such as but not limited to water, sewer, waste collection, electricity, fuel inventory will be handled by the parties outside of this escrow.
- Should this transaction fall under the Housing and Economic Recovery Act (HERA), the parties represent to AmeriTitle, LLC all review dates have been granted to them by their lender and the parties acknowledge AmeriTitle, LLC is not monitoring any compliance dates on their behalf.
- Additional taxes levied and any prorating adjustments under Idaho Code Sections 63-403 & 63-2203.

**Seller and/or Buyer agree to the following:**

***Continuing Authorization to Close:*** Seller and Buyer declare that these instructions are a continuing authorization to close when all of the documents and funds for closing are deposited, unless Seller or Buyer deposits a written notice to cancel or suspend the authorization to close before this transaction is considered final. Seller and Buyer declare that time is of essence for these instructions. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, LLC holds all necessary executed documents and all collected funds.**

***Contingencies of Earnest Money Agreement:*** All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied to with the complete satisfaction of the parties or will be complied with outside of escrow. These closing escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow.

***Termination of Escrow:*** AmeriTitle, LLC's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle, LLC may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. AmeriTitle, LLC shall be entitled to reimbursement for any and all costs expended and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee. Buyer and seller agree to be jointly and severally liable for the escrow cancellation fee. Any earnest money deposited with AmeriTitle, LLC shall be refunded only upon written instructions from parties, EXCEPT in the event the earnest money has been deposited by the Broker, AmeriTitle, LLC is hereby authorized to refund same to the broker's account for his disposition to the parties. In the event AmeriTitle, LLC has incurred expenses in connection herewith, AmeriTitle, LLC shall be entitled to retain expense from the earnest money and forward the balance to the broker.

***Conflicting Instructions:*** In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle, LLC may at its election

- (a) hold all matters in their existing status pending resolution of such dispute to AmeriTitle, LLC's satisfaction, or
- (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds, or
- (c) resolve by arbitration in accordance with the rules of the American Arbitration Association and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In the event of such dispute and AmeriTitle, LLC's election of an alternative described above, AmeriTitle, LLC shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court. Seller and Buyer shall be responsible for costs associated with any of the above actions taken.

***Attorney Fees:*** It is further agreed that in the event of any suit or claim made against AmeriTitle, LLC by either or both parties to this agreement, that said parties shall be required to pay AmeriTitle, LLC all expenses, costs and reasonable attorney's fees in connection therewith, whether suit is instituted by AmeriTitle, LLC or any of the parties hereto.

***Certificate of Non Foreign Status***

Seller herein has provided escrow agent with a completed and executed Certification of Non Foreign Status confirming that they are not a Non Resident Alien, according to the definition under the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA. This completed document shall be retained in the escrow file according to the document retention requirements of the state. In the event that the Buyer is notified by the Internal Revenue Service and upon written request along with a copy of the Internal Revenue Service notice, AmeriTitle, LLC is authorized to provide a copy of the completed Certification of Non Foreign Status to the Buyer.

Exception for exempt Seller: If the Seller is a U.S. Government Agency then they are exempt from FIRPTA withholding and escrow agent will not obtain a Certification of Non Foreign Status.

If Seller is a Non Resident Alien, then it will be up to the Buyer to determine if FIRPTA applies. AmeriTitle, LLC assumes no liability or responsibility to the seller and/or buyer for compliance under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act. If the parties determine that FIRPTA applies, the Seller and Buyer will be responsible for providing and completing the documents and forms required in the IRC code and for executing additional instructions to AmeriTitle, LLC. AmeriTitle, LLC will assist the Buyer and Seller in facilitating the withholding of funds from the Seller and delivering said funds to the IRS along with the executed forms.

**1099 Reporting:** AmeriTitle, LLC will report the sale of any real property transaction as required to the IRS unless the transaction is exempt per IRS guidelines, or a certification has been provided that the sale qualifies as the sale of a principal residence, or a certification has been provided that the Seller qualifies as an exempt volume transferor, or the Seller is considered to be a corporation under IRS Regulation Section 1.6045-4(d)(2).

**Acknowledgements and representations of Seller and Buyer:**

**Legal Advice:** AmeriTitle, LLC is not licensed to practice law and AmeriTitle, LLC's duties and obligations under this agreement are limited to those of an escrow holder. Seller and Buyer have not been referred by AmeriTitle, LLC to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question we may have. Any and all documents, which AmeriTitle, LLC has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

**Deposits:** Seller and Buyer understand that all checks will be processed for collection in the normal course of business. Parties further understand that all checks required to close must be payable to AmeriTitle, LLC and must be **collected funds**, as required by federal and state statutes and regulations prior to your disbursement of any funds. AmeriTitle, LLC may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its escrow account with any bank authorized to do business in the state. It is understood that AmeriTitle, LLC, except by virtue of separate signed instructions there shall be no obligation to invest the funds on deposit on behalf of any depositor, nor shall AmeriTitle, LLC be accountable for any earnings or incidental benefit attributable to the funds which may be received by AmeriTitle, LLC while AmeriTitle, LLC hold such funds.

**Settlement Statement Review:** Pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations. Buyer and Sellers understand not all transactions require a settlement statement.

**Review:** The seller and buyer acknowledge that they have been given adequate time and opportunity to read and understand these escrow instructions and all other documents referred to in the transaction. The seller and buyer have read and approved the commitment for title insurance, estimated closing statement, escrow instructions and any addendums. Seller represents to AmeriTitle, LLC there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bill, or any other obligations which are the responsibility of the seller and which are not shown on the above documents. The seller understands and agrees that any obligation known to them and not disclosed herein, remains the responsibility of the seller subsequent to the closing of this transaction.

**Undisclosed items:** The undersigned understands and agrees that any obligation known to them and not disclosed herein remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned seller further understands and agrees that any payoffs made on their behalf in this escrow are made by AmeriTitle, LLC with complete reliance on figures supplied by the lender, creditor or taxing agency. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees to immediately upon request from AmeriTitle, LLC, provide the additional funds needed to complete said payoffs.

**Privacy Policy:** In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle, LLC's Privacy Policy

PLEASE READ THE COMMITMENT FOR TITLE INSURANCE AND YOUR CLOSING STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. AmeriTitle, LLC AS THE ESCROW AGENT, IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

**NOTICE:** The Principal(s) to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. AmeriTitle, LLC assumes no responsibility for, nor will Purchaser and Seller hold AmeriTitle, LLC liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

**READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.**

**SIGNATURES**

**SELLER(S):**

The Royce and Anna Brookshier Trust

BY: Alan Laird Brookshier  
Alan Laird Brookshier, Successor Trustee

**BUYER(S):**

Brock Searle  
Brock Searle

Amy Searle  
Amy Searle

Accepted 01/26/2022

AMERITITLE, LLC

By: Kellie Murdock  
Kellie Murdock

**ADDENDUM TO ESCROW INSTRUCTIONS**

ESCROW # 512269AM

DATE: January 25, 2022

My/our previous instructions in the above-referenced escrow are hereby supplemented to include the following and are made a part herein.

The parties herein acknowledge that AmeriTitle, LLC shall not require proof of hazard (fire) insurance coverage from the buyer prior to closing, as this is a cash sale or bare land. However, AmeriTitle, LLC urges the buyer to contact their agent should buyer need coverage. AmeriTitle, LLC shall be held harmless from any liability or responsibility in obtaining and providing proof of insurance.

All parties to this transaction instruct AmeriTitle, LLC to follow the instructions of the buyer's lender, if any, and the Buyer's Deed instructions regarding the buyer's name to be used on the conveyance document. The parties acknowledge in some cases the seller may have already executed the conveyance document and give AmeriTitle, LLC permission to correct any necessary changes to the buyer's name and or mailing information. Buyer further acknowledges the Owners Title policy will be issued to reflect any changes made by buyer or lender. These changes shall be in compliance with the buyers or lender written instructions and shall supersede any instructions executed previously or concurrently. **These corrections are limited to:**

- Buyer's (Grantee's) name to correct a typographical error, addition or deletion of middle name/initial
- Concurrent interest of grantee, such as addition or deletion of survivorship or percentage of ownership
- Mailing address of Buyer
- Mailing address for tax statements

The undersigned acknowledge that all property inspections and final repair bills to be collected and paid for by AmeriTitle, LLC have been submitted prior to close of this escrow. Any bills presented after closing will be handled by the parties outside of escrow and AmeriTitle, LLC will be held harmless for collection and payment of same.

**As a property owner, you may be eligible for a "Homeowners Exemption" which could significantly reduce the amount of property taxes that you are required to pay. This eligibility is not automatic, however. It is your responsibility to apply right away at the county assessors office.**

The buyer herein is aware that payment for taxes due for the current tax year are the buyer's responsibility and that buyer has received a prorated credit for the seller's share through this escrow, based on instructions contained herein. Escrow accepts no responsibility for the delivery of said tax bill to the buyer, and should the buyer not receive the tax bill, it shall be the buyer's responsibility to obtain same from the tax collector's office prior to the payment due date. **FURTHER, ANY DIFFERENCE BETWEEN THE PRORATED FIGURE AND THE ACTUAL BILL AMOUNT WILL BE SATISFIED BETWEEN THE PARTIES OUTSIDE OF THIS ESCROW WITH NO LIABILITY OR RESPONSIBILITY TO AmeriTitle, LLC.**

You are hereby instructed to prepare the following **Warranty Deed** from The Royce and Anna Brookshier Trust to Brock Searle and Amy Searle. It is herein understood that AmeriTitle, LLC is acting as a scrivener only and has not given any advice or interpretation of the effect of these documents to the undersigned. The undersigned have/has been advised to seek legal advice to ensure that their interest is being met and/or secured. The undersigned parties hereby acknowledge that they have read and reviewed said documents so drawn as to both content and accuracy and approve their use in this escrow and to hold AmeriTitle, LLC harmless from any liability or responsibility with regard to said documents.

**READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY  
ARE ACCEPTABLE TO YOU.**

**SIGNATURES**

**SELLER(S):**

The Royce and Anna Brookshier Trust

BY: Alan Laird Brookshier  
Alan Laird Brookshier, Successor Trustee

**BUYER(S):**

Brock Searle  
Brock Searle

Amy Searle  
Amy Searle

Issuing Office File No. 512269AM

*Transaction Identification Data for reference only:*

Issuing Agent: AmeriTitle, LLC

Issuing Office: 1650 Elk Creek Dr., Idaho Falls, ID 83404

Customer Reference No.:

Issuing Office File Number: 512269AM

Property Address: 1480 N 475 E, Shelley, ID 83274

[Revision Number: ]

### SCHEDULE A

1. Commitment date: **November 22, 2021 at 7:30 A.M.**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage

**Proposed Policy Amount: \$200,000.00**

**Premium: \$991.00**

Proposed Insured:

**Brock Searle and Amy Searle**

(b) 2006 ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage

**Proposed Policy Amount:**

**Premium: \$0.00**

**Endorsements:**

**Premium:**

Proposed Insured:

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

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

**Royce L. Brookshier and Anna R. Brookshier as Co-Trustees of the Royce and Anna Brookshier Trust under Trust Agreement dated March 17, 2005 and his substitutes and successors as Trustee thereunder**

PLEASE INITIAL

R.B. BS  
AS

5. The Land is described as follows:

**Parcel 1:**

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1055.2 feet from the North Quarter corner of said Section 23 and  
running thence South 89°26'00" East parallel to the North section line 1268.46 feet; thence South 00°18'50" East along the West line of a county road 131.9 feet; thence North 89°26'00" West 1268.46 feet; thence North 00°18'50" West 131.9 feet to the Point of Beginning.

**Parcel 2:**

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1187.1 feet from the North Quarter corner of said Section 23 and  
running thence South 89°26'00" East parallel to the North section line 938.21 feet; thence South 00°18'50" East 131.9 feet more or less; thence North 89°23'00" West 938.23 feet more or less; thence North 00°18'50" West 130.8 feet to the Point of Beginning.

**SCHEDULE B-I**  
**ALTA COMMITMENT**  
**REQUIREMENTS**

The following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

**NOTES**

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- B. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- C. According to the available County Assessor's Office records, the purported address of said land is:  
1480 N 475 E, Shelley, ID 83274
- D. We find no activity in the past 24 months regarding transfer of title to subject property. Vesting Deeds- Parcel 1 QCD#552193, Parcel 2 QCD#552194
- E. As of the date hereof there are no matters against Brock Searle and Amy Searle which would appear as exceptions in the policy to issue, except as shown herein.

## SCHEDULE B-II

### ALTA COMMITMENT

#### EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
9. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year.

Amounts shown do not include interest or penalty if delinquent.

Parcel Number: RP0372901

Year: 2021

Annual Taxes billed: \$292.22

First Half Taxes Payment Status: Paid

First Half Tax Amount: \$146.11

Second Half Taxes Payment Status: Paid

Second Half Tax Amount: \$146.11

Taxes as billed include the following exemptions: Homeowners

10. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year.

Amounts shown do not include interest or penalty if delinquent.

Parcel Number: RP0372907

Year: 2021

Annual Taxes billed: \$13.94

First Half Taxes Payment Status: Paid

First Half Tax Amount: \$6.97

Second Half Taxes Payment Status: Paid

Second Half Tax Amount: \$6.97

Taxes as billed include the following exemptions: None

11. Liens, levies and assessments of the Bingham Ground Water..
12. Ditch, road and public utility easements as the same may exist over said premises.
13. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: American Telephone and Telegraph Company of Wyoming  
Purpose: Public Utilities  
Recorded: November 9, 1929  
Instrument No.: 2344
15. The provisions contained in Homestead Declaration,  
Recorded: December 26, 1979,  
Instrument No.: 261200.
16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Dated: January 26, 2004  
Prepared by: Butler Engineering  
Recorded: December 16, 2005  
Instrument No.: 550570  
Matters shown: Edge of lava and county road right of way
17. The Land described in this commitment/policy shall not be deemed to include any house trailer or mobile home standing on the premises.

**END OF SCHEDULE B**



1650 Elk Creek Dr. Idaho Falls, ID 83404 (208)524-6600 FAX (208)524-6072

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## IDAHO PROPERTY CONDITION DISCLOSURE ACT

SELLER: The Royce and Anna Brookshier Trust

BUYER: Brock Searle and Amy Searle

PROPERTY: 1480 N 475 E, Shelley, ID 83274

The undersigned Buyer and Seller of the Property identified above hereby instruct and make disclosures to the Closing Agent as follows:

- The Closing Agent is NOT the agent of the Seller for the purposes of disclosures required by the Idaho Property Condition Disclosure Act

- The Buyer acknowledges receipt of the disclosures required from the Seller and/or agent outside of the closing.

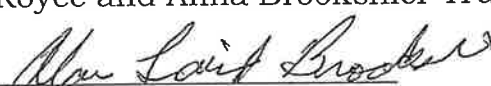
The undersigned Buyer and Seller indemnify and agree to save AmeriTitle, LLC/or agents harmless from loss, damage, fees or expense relating to compliance with the provisions of the aforesaid act.

Date: January 25, 2022

File No.: 512269AM

Sellers:

The Royce and Anna Brookshier Trust

BY:   
Alan Laird Brookshier, Successor Trustee

Buyers:

  
Brock Searle

  
Amy Searle

## COMMON WAYS TO HOLD TITLE

THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO REPLACE LEGAL ADVICE FROM YOUR ATTORNEY OR TAX CONSULTANT.

YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

**As an Individual Man / Woman** – An individual may hold title in his or her name alone whether they are married or unmarried. If the individual is married the property is considered community property in Idaho unless the spouse deeds their interest. (Joe Doe, a married man as his sole & separate property). If married, a quitclaim or warranty deed from his spouse will be required).

**Married Couple** – conveyance to a married couple is presumed to be husband and wife. (John Doe and Jane Doe, husband and wife) Recent law changes allows for the additional phrase "husband and wife community property with right of survivorship" (John Doe and Jane Doe, husband and wife community property with right of survivorship)

**Joint Tenancy** – provides that two or more single/unmarried individuals may take title as joint tenants with right of survivorship. (John Doe, Fred Smith and Betty Jones as joint tenants).

**Entity** – A recognized legal entity may hold title to real property, examples are Partnership (general or limited), Limited Liability Company, or Corporation. The grantee's name should be exactly as registered with the State of Idaho or other state where the entity was created.

**Representative Capacity** – Title to real property may also be held by an individual or entity in their capacity acting on behalf of others, e.g. John Doe, Personal Representative of the Estate of Betty Jones, deceased; John Doe, Trustee of the Betty Jones Trust.

**\*\*For all entity or representative capacity grantees, AmeriTitle, LLC must be provided with proper documentation\*\***

## INSTRUCTIONS TO AMERITITLE, LLC FOR PREPARATION OF DEED (Idaho)

ESCROW No.: 512269AM

PROPERTY ADDRESS: 1480 N 475 E, SHELLEY, ID 83274

ESCROW AGENT: AmeriTitle,  
LLC  
1650 ELK CREEK DR., IDAHO FALLS, ID 83404

The Buyer or Borrower in the above escrow instructs AmeriTitle, LLC to provide scrivener services in connection with preparation of a deed for use in the above escrow, using the following forms and other specifications:

**1. Names of Grantee(s) on Deed:**

- (a) ☒ Show name(s) exactly as specified in sale and purchase agreement that is the subject of this Escrow, or if I am obtaining a loan, show names as indicated on the loan documents.
- (b) ☐ Show name(s) as follows: \_\_\_\_\_, or if I am obtaining a loan, show names as indicated on the loan documents.
- (c) ☐ For any grantee entity, specify type of entity: \_\_\_\_\_, and state of domicile (formation):  
(For all entity or representative capacity grantees, AmeriTitle, LLC must be provided with proper documentation)

**2. Vesting of the Grantee(s) on Deed:**

- (a) ☐ Deed has a single grantee-an individual man or woman.
- (b) ☒ Married Couple
- (c) ☒ Joint Tenants, each as to an undivided \_\_\_\_\_ [fraction or %] interest. [Use for equal interests; use option (d) for unequal interests.]
- (d) ☐ Other joint ownership. Specify: \_\_\_\_\_

**3. Current Mailing Address for Grantee:**

- ☒ Use address as follows: 705 Mya Ln IF 83402

**4. Address for Return of Deed after Recording:**

- ☐ Use address as follows: \_\_\_\_\_

**5. Address for Tax Statements (sent by mail in late November):**

- ☐ Use address as follows: \_\_\_\_\_

6. **Scrivener's warning.** With respect to Escrow Agent's service as scrivener to fill in blanks in the deed consistent with the above specifications, please be advised:

**YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE ESCROW AGENT.**

**READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.**

**Buyer / Borrower Signatures:**

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Brock Searle

  
\_\_\_\_\_  
Amy Searle



## WARRANTY DEED

Order No.: 512269AM

### FOR VALUE RECEIVED

**Alan Laird Brookshier as successor trustee of the Royce and Anna Brookshier Trust under Trust Agreement dated March 17, 2005**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Brock Searle and Amy Searle, husband and wife**

whose current address is: 705 Mya Ln  
Idaho Falls, ID 83402

PLEASE INITIAL  
BS AS

the grantee(s), the following described premises, in Bingham County, Idaho,  
TO WIT:

#### Parcel 1:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1055.2 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 1268.46 feet; thence South 00°18'50" East along the West line of a county road 131.9 feet; thence North 89°26'00" West 1268.46 feet; thence North 00°18'50" West 131.9 feet to the Point of Beginning.

#### Parcel 2:

A parcel of land in the Northwest Quarter Northeast Quarter of Section 23, Township 1 North, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:  
Beginning at a point that is South 00°18'50" East 1187.1 feet from the North Quarter corner of said Section 23 and running thence South 89°26'00" East parallel to the North section line 938.21 feet; thence South 00°18'50" East 131.9 feet more or less; thence North 89°23'00" West 938.23 feet more or less; thence North 00°18'50" West 130.8 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 25, 2022

The Royce and Anna Brookshier Trust

BY: \_\_\_\_\_  
Alan Laird Brookshier, Successor Trustee

State of Idaho} ss.  
County of Bonneville}

On this \_\_\_\_ day of January, 2022, before me, the undersigned a Notary Public in and for said state, personally appeared Alan Laird Brookshier known or identified to me to be the person whose name is subscribed to the foregoing instrument as successor trustee of the Royce and Anna Brookshier Trust, and acknowledged to me that he/she/they executed the same as Successor Trustee.

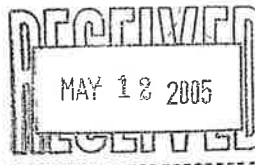
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at:  
Commission Expires:

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

ROYCE & ANNA BROOKSHIER  
TRUST U T A DATED 03-17-05

1474 N 475 E  
SHELLEY ID 83274



DETACH HERE

05CG000917 DVS01182

631

| VEHICLE IDENTIFICATION NUMBER                                                                                                                                                                                                                                                                                                             |            | YEAR                                                                                                                                                                                                    | MAKE   | BODY  | MODEL | DESCRIPTION |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|-------|-------------|
| 430                                                                                                                                                                                                                                                                                                                                       |            | 1972                                                                                                                                                                                                    | FUQU   | HS    | TL    | MBL HM      |
| 2ND VEHICLE IDENTIFICATION NUMBER                                                                                                                                                                                                                                                                                                         |            | ODOMETER READING                                                                                                                                                                                        |        | DATE  |       |             |
|                                                                                                                                                                                                                                                                                                                                           |            | EXEMPT                                                                                                                                                                                                  |        |       |       |             |
| TITLE NUMBER                                                                                                                                                                                                                                                                                                                              | PRINT DATE | WEIGHT                                                                                                                                                                                                  | LENGTH | WIDTH | HULL  | HORSEPOWER  |
| 055005269                                                                                                                                                                                                                                                                                                                                 | 05/06/2005 |                                                                                                                                                                                                         | 63     | 24    |       |             |
| OWNER'S NAME AND ADDRESS                                                                                                                                                                                                                                                                                                                  |            | OTHER PERTINENT DATA                                                                                                                                                                                    |        |       |       |             |
| ROYCE & ANNA BROOKSHIER<br>TRUST U T A DATED 03-17-05<br>1474 N 475 E<br>SHELLEY, ID 83274                                                                                                                                                                                                                                                |            |                                                                                                                                                                                                         |        |       |       |             |
| <b>Assignment of Title</b><br>Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.                                                                                                       |            |                                                                                                                                                                                                         |        |       |       |             |
| 1 ODOMETER READING - Reading is actual unless indicated otherwise.<br>(NO TENTHS) DATE:                                                                                                                                                                                                                                                   |            | 5 PURCHASER'S PRINTED NAME(S)                                                                                                                                                                           |        |       |       |             |
| <input type="checkbox"/> In Excess of Mechanical Units<br><input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy                                                                                                                                                                                                             |            | A. Brock Searle and/or<br>B. Amy Searle                                                                                                                                                                 |        |       |       |             |
| 2 DATE SOLD: SELLING PRICE:                                                                                                                                                                                                                                                                                                               |            | 6 ADDRESS                                                                                                                                                                                               |        |       |       |             |
| 3 SELLER'S OR REPRESENTATIVE'S PRINTED NAME(S)                                                                                                                                                                                                                                                                                            |            | 7 CITY STATE ZIP                                                                                                                                                                                        |        |       |       |             |
| 4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. I understand that I must file a release of liability statement within five days of delivering the vehicle to the purchaser. |            | 8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. |        |       |       |             |
| A SELLER'S OR REPRESENTATIVE'S SIGNATURE:<br><i>Don Land Brookshier, Trustee</i>                                                                                                                                                                                                                                                          |            | 8 PURCHASER'S OR REPRESENTATIVE'S SIGNATURE:<br>B<br><i>[Signature]</i>                                                                                                                                 |        |       |       |             |
| <b>Lienholder Section</b>                                                                                                                                                                                                                                                                                                                 |            |                                                                                                                                                                                                         |        |       |       |             |
| 9 FIRST LIEN<br>NONE                                                                                                                                                                                                                                                                                                                      |            | SECOND LIEN                                                                                                                                                                                             |        |       |       |             |
| RECORDED 04/07/2005                                                                                                                                                                                                                                                                                                                       |            | 10 SIGNATURE, RELEASING LIEN DATE                                                                                                                                                                       |        |       |       |             |
| SIGNATURE, RELEASING LIEN DATE                                                                                                                                                                                                                                                                                                            |            | 11 NEW LIEN-HOLDER'S NAME / LIEN-CREATION DATE                                                                                                                                                          |        |       |       |             |
| 07058721                                                                                                                                                                                                                                                                                                                                  |            | 12 ADDRESS                                                                                                                                                                                              |        |       |       |             |
|                                                                                                                                                                                                                                                                                                                                           |            | 13 CITY STATE ZIP                                                                                                                                                                                       |        |       |       |             |

06-047W

\$2.00 Fee

### NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER/TRANSFEROR IS MANDATORY

|                                                    |      |                                                           |            |              |
|----------------------------------------------------|------|-----------------------------------------------------------|------------|--------------|
| Vehicle or Hull Identification Number (VIN or HIN) | Year | Make                                                      | Body Style | Title Number |
| 430                                                | 1972 | FUQU                                                      | HS         | 055005269    |
| Seller's/Transferor's Full Name:                   |      | Daytime Phone Number:                                     |            |              |
| Address:                                           |      | City: State: Zip:                                         |            |              |
| Odometer:                                          |      | Selling Price: \$ Date Delivered to Purchaser/Transferee: |            |              |
| Purchaser's/Transferee's Full Name:                |      | City: State: Zip:                                         |            |              |
| Address:                                           |      | City: State: Zip:                                         |            |              |

I/we hereby request that the Idaho Transportation Department mark its records to indicate that the vehicle or vessel described above has been transferred. However, I/we understand that the title record will remain in my/our name(s) until a new Idaho Certificate of Title is applied for and issued, recording the name(s) of the new owner(s).

X

Signature of Seller(s)/Transferor(s)

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: [easterninfo@idwr.idaho.gov](mailto:easterninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

**Governor Brad Little**

**Director Gary Spackman**

February 27, 2023

BROCK SEARLE  
AMY SEARLE  
1480 N 475 E  
SHELLEY ID 83274-5002

Re: Change in Ownership for Water Right No(s): 35-8155

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) 497-3787.

Sincerely,

Jonie Barg  
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 120  
BINGHAM GROUND WATER DISTRICT



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: [easterninfo@idwr.idaho.gov](mailto:easterninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Gary Spackman

February 7, 2023

BROCK SEARLE  
AMY SEARLE  
1480 N 475 E  
SHELLEY ID 83274

RE: Change in Ownership Water Right No. 35-8155

Dear Sir/Madam:

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

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

\*\*\*\* **Evidence of Ownership:** A copy of the 'recorded' Warranty Deed or other legal document indicating your ownership of the water right or property in question. The department acknowledges receipt of the closing documents, which does include the Warranty Deed, however it is not signed or recorded. Please supply a copy of the 'recorded' Warranty Deed.

Because the Department cannot process the ownership change 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.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg  
Technical Records Specialist

SCANNED

FEB 07 2023