

RECEIVED ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SEP 18 2023

DEPT. OF WATER RESOURCES
SOUTHERN 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?
43-13722	Yes ☐	Yes ☐		Yes ☐	Yes ☐
(43-13722)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Hopkins Financial Services Inc.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Samuel Gary Flowers
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ or174 South Highway 81
Mailing addressDeclo
CityID
State83323
Zip

Telephone

sammygflowers@yahoo.com
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 9-8-2023

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 of new owner/claimant

Samuel Gary Flowers
Print name

Title, if applicable

Date

9/10/23

Signature:

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by SG

Date

9

18/2023

For IDWR Office Use Only:

Receipt No.

5639939

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

Processed by WJM

Date

11/21/2023

RETURNED



Order Number: 23482853

Warranty Deed

For value received,

Hopkins - Declo Farms, LLC, an Idaho limited liability company

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

Samuel Gary Flowers, an unmarried man

whose current address is 2208 Keithly Creek Rd, Midvale, ID 83654

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

See Exhibit A, attached hereto and incorporated herein.

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

Dated: September 8, 2023

Hopkins - Declo Farms, LLC,

By: *Aaron Van Der Aa*

Aaron Van Der Aa, Manager

State of Idaho, County of Ada, ss.

On this 15th day of September 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Van Der Aa, known or identified to me to be a manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Stacey Harris
Notary Public
Residing In: Star, Idaho
My Commission Expires: 5-14-24



EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 634.53 feet to a ½ inch rebar; thence North 00°20'24" West for a distance of 661.53 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;

Thence North 00°20'24" West for a distance of 661.53 feet to a ½ inch rebar on the north line of the S½SW¼;

Thence North 89°45'32" East along said 1/16 section line for a distance of 431.53 feet to a ½ inch rebar on the westerly right of way of State Highway 81;

Thence South 00°20'24" East along said right of way for a distance of 661.15 feet to a ½ inch rebar;

Thence South 89°42'27" West for a distance of 431.53 feet to the POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right of way of State Highway 81; thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;

Thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a ½ inch rebar on the north line of the S½SW¼;

Thence North 89°45'32" East along said 1/16 section line for a distance of 200.00 feet to the centerline of State Highway 81;

Thence South 00°20'24" East along said centerline for a distance of 660.97 feet;

Thence South 89°42'27" West for a distance of 200.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to State Highway 81.

Easement No. 1:

An Access and Utility Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on

the westerly right-of-way of State Highway 81; Thence North 00°20'24" West along said right-of-way for a distance of 641.15 feet to the POINT OF BEGINNING;

Thence South 89°42'27" West for a distance of 396.91 feet;

Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;

Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;

Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 2:

An Irrigation Easement for the benefit of Parcel No. 1 and 2, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 913.09 feet to the POINT OF BEGINNING;

Thence North 00°20'24" West for a distance of 50.00 feet;

Thence North 89°39'23" East for a distance of 132.97 feet;

Thence North 00°20'24" West for a distance of 591.16 feet;

Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;

Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;

Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.

Parcel No. 3:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 634.53 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;

Thence North 00°20'24" West for a distance of 661.53 feet to a ½ inch rebar;

Thence North 89°42'27" East for a distance of 431.53 feet to a ½ inch rebar on the westerly right of way of State Highway 81;

Thence South 00°20'24" East along said right of way for a distance of 661.15 feet to a ½ inch rebar on the south line of Section 24;

Thence South 89°39'23" West along said section line for a distance of 431.53 feet to the POINT OF BEGINNING.

Parcel No. 4:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right of way of State Highway 81 which shall be the POINT OF BEGINNING;
Thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a ½ inch rebar;
Thence North 89°42'27" East for a distance of 200.00 feet to the centerline of State Highway 81;
Thence South 00°20'24" East along said centerline for a distance of 660.97 feet to the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 200.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to State Highway 81.

Easement No. 3:

An Access and Utility Easement for the benefit of Parcel No. 3, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top;
Thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right-of-way of State Highway 81; Thence North 00°20'24" West along said right-of-way for a distance of 641.15 feet to the POINT OF BEGINNING;
Thence South 89°42'27" West for a distance of 396.91 feet;
Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;
Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 4:

An Irrigation Easement for the benefit of Parcel No. 3 and 4, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top;
Thence North 89°39'23" East along the south line of Section 24 for a distance of 913.09 feet to the POINT OF BEGINNING;
Thence North 00°20'24" West for a distance of 50.00 feet;
Thence North 89°39'23" East for a distance of 132.97 feet;
Thence North 00°20'24" West for a distance of 591.16 feet;
Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.



TitleOne
a title & escrow co.

Order Number: 23482848

Warranty Deed

For value received,

Hopkins - Declo Farms, LLC, an Idaho limited liability company

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

Samuel Gary Flowers, a single man

whose current address 2208 Keithly Creek Rd, Midvale, ID 83645

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

See Exhibit A, attached hereto and incorporated herein.

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

Dated: September 8, 2023

Hopkins - Declo Farms, LLC

By: *Aaron Van Der Aa*
Aaron Van Der Aa, Manager

State of Idaho, County of Ada, ss.

On this 13th day of September 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Van Der Aa, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Stacey Harris
Notary Public
Residing In: Star, Idaho
My Commission Expires: 5-14-24

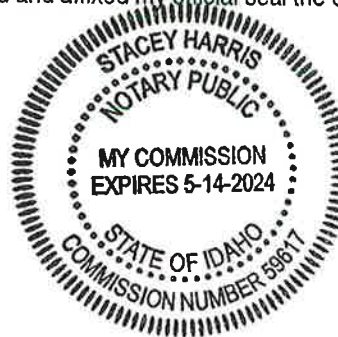


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 26 EAST, BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

SECTION 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top which shall be the POINT OF BEGINNING;

Thence North 00°12'34" West along the west line of Section 24 for a distance of 662.10 feet to a 5/8 inch rebar at the Northwest Corner of the S½S½SW¼;

Thence North 89°42'27" East along the north line of the S½S½SW¼ for a distance of 633.02 feet to a ½ inch rebar;

Thence South 00°20'24" East for a distance of 661.53 feet to a ½ inch rebar on the south line of Section 24;

Thence South 89°39'23" West along said section line for a distance of 634.53 feet to the POINT OF BEGINNING.

Easement No. 1:

An Access and Utility Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

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Thence South 89°42'27" West for a distance of 396.91 feet;

Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;

Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;

Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 2:

An Irrigation Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

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Thence North 00°20'24" West for a distance of 50.00 feet;

Thence North 89°39'23" East for a distance of 132.97 feet;

Thence North 00°20'24" West for a distance of 591.16 feet;
Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.



TitleOne
a title & escrow co.

211 W. 13th St.
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

Samuel Gary Flowers
2208 Keithly Creek Rd
Midvale, ID 83645

Date: 10/02/2023

Regarding: 1174 S Highway 81, Declo, ID 83323

Buyer/Borrower: Samuel Gary Flowers

File No.: 23482848

Greetings:

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

Owners Policy

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

Best Regards,

Tina Hanssen

COPY



TitleOne

a title & escrow co.

211 W. 13th St.
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

Samuel Gary Flowers
2208 Keithly Creed Rd
Midvale, ID 83654

Date: 09/29/2023

Regarding: Bare Ground, Declo, ID 83323

Buyer/Borrower: Samuel Gary Flowers

File No.: 23482853

Greetings:

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

Title Insurance Policy
Original Warranty Deed

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

Best Regards,

Tina Hanssen

COPY



OWNER'S POLICY OF TITLE INSURANCE
Issued By
TITLE RESOURCES GUARANTY 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

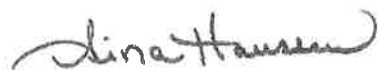
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **TITLE RESOURCES GUARANTY COMPANY**, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, 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;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. 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.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. 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:

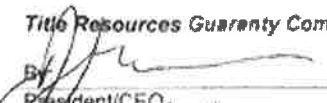
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national 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
 - b. 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
 - ii. 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
 - ii. 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.



An authorized signature


Title Resources Guaranty Company
By 
President/CEO
Michael Hayden
Secretary

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:

1.
 - 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;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. 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.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. 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;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. 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
 - e. 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.
4. 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;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. 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
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. 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.
7. 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;

- ii. that wholly owns the Insured; or
 - iii. 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;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. 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;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). 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.

2. 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;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. 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.

3. 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
- b. 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 07-01-21 extent of the prejudice.

4. 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.

5. 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.
- b. 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.
- c. 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.

6. 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
- ii. 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.

7. 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.

- b. *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

- ii. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.
- b. 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.
- c. 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.

14. 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.
- b. 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,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. 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.

16. 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.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. 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 8111 LBJ Freeway, Suite 1200, Dallas, TX 75251 or claims@titleresources.com.

18. 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.

19. 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/arbitration. 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.

- b. 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.
- c. *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.*
- d. 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.

File Number: 23482848
Policy Number: 2470-O-23482848

ALTA Owner's Policy (07/01/2021)



TitleOne

a title & escrow co.

TitleOne
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

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

File Number: 23482848

Policy Number: 2470-O-23482848

Date of Policy: September 15, 2023 at 11:28AM

Amount of Insurance:

Premium:

Property Address Reference: 1174 S Highway 81, Declo, ID 83323

- 1. Name of Insured:**
Samuel Gary Flowers
- 2. The estate or interest in the land that is insured by this policy is:**
Parcel No. 1: Fee Simple
Easement Nos. 1 and 2: Easement Parcels, more fully described herein
- 3. The Title is vested in:**
Samuel Gary Flowers, a single man
- 4. The Land referred is described as follows:**
See Attached Schedule C

TitleOne
By:

Tina Hanssen, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 23482848
Policy Number: 2470-O-23482848

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
8. The land described herein is located within the district boundaries of the Raft River Ground Water Company and is subject to any assessments levied thereby. Paid Current.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Right-of-way for Highway 81 and the rights of access thereto for maintenance of said State Highway.
11. Terms and conditions contained in a/an Patent.
Recorded as Instrument No.: 11-67-0095, records of, Idaho.
12. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded June 11, 1999 as Instrument No. 263327.
13. Terms and conditions contained in a/an Agreement for Electric Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Pamela Biggs dba BM Ranch.
Recorded: May 21, 2008
Instrument No.: 2008-003164, records of Cassia County, Idaho.
(Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Township 24 South, Range 26 East of the Boise Meridian)
14. Terms and conditions contained in a/an Agreement for Electric Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Nathaniel Carson, Consumer.
Recorded: October 22, 2012
Instrument No.: 2012-004888, records of Cassia County, Idaho.
(Covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 12 South, Range 26 East of the Boise Meridian)
15. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded February 25, 2021 as Instrument No. 2021-001116, records of Cassia County, Idaho.

File Number: 23482848
Policy Number: 2470-O-23482848

ALTA Owner's Policy (07/01/2021)

16. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: April 22, 2021

Instrument No.: 2021-002127, records of Cassia County, Idaho.

17. Terms and conditions contained in a/an Grant of Easement for Ingress and Egress Including use and Maintenance.

Recorded: April 22, 2021

Instrument No.: 2021-002128, records of Cassia County, Idaho.

18. Terms and conditions contained in a/an Irrigation Well Sharing Agreement and Grant of Easement.

Recorded: April 22, 2021

Instrument No.: 2021-002129, records of Cassia County, Idaho.

19. Terms and conditions contained in a/an Shared Driveway Agreement.

Recorded: April 22, 2021

Instrument No.: 2021-002130, records of Cassia County, Idaho.

20. Terms and conditions contained in a/an Shared Domestic Well Agreement.

Recorded: April 22, 2021

Instrument No.: 2021-002131, records of Cassia County, Idaho.

21. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 4, 2021 as Instrument No. 2021002398, records of Cassia County, Idaho.

22. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount:

Trustor/Grantor: Samuel Gary Flowers, a single man

Trustee: TitleOne

Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for CMG Mortgage, Inc. dba CMG Home Loans

Dated: September 10, 2023

Recorded: September 15, 2023

Instrument No.: 2023003002, records of Cassia County, Idaho.

SCHEDULE C
Legal Description

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 26 EAST, BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

SECTION 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top which shall be the POINT OF BEGINNING;

Thence North 00°12'34" West along the west line of Section 24 for a distance of 662.10 feet to a 5/8 inch rebar at the Northwest Corner of the S½S½SW¼;

Thence North 89°42'27" East along the north line of the S½S½SW¼ for a distance of 633.02 feet to a ½ inch rebar;

Thence South 00°20'24" East for a distance of 661.53 feet to a ½ inch rebar on the south line of Section 24;

Thence South 89°39'23" West along said section line for a distance of 634.53 feet to the POINT OF BEGINNING.

Easement No. 1:

An Access and Utility Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right-of-way of State Highway 81; Thence North 00°20'24" West along said right-of-way for a distance of 641.15 feet to the POINT OF BEGINNING;

Thence South 89°42'27" West for a distance of 396.91 feet;

Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;

Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;

Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 2:

An Irrigation Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 913.09 feet to the POINT OF BEGINNING;

Thence North 00°20'24" West for a distance of 50.00 feet;

Thence North 89°39'23" East for a distance of 132.97 feet;

Thence North 00°20'24" West for a distance of 591.16 feet;

Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;

Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;

Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.



OWNER'S POLICY OF TITLE INSURANCE
Issued By
TITLE RESOURCES GUARANTY 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

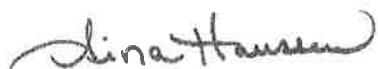
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **TITLE RESOURCES GUARANTY COMPANY**, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, 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;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. 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.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. 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:

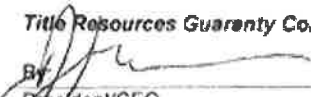
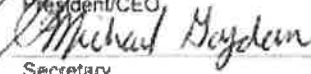
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national 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
 - b. 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
 - ii. 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
 - ii. 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.



An authorized signature


Title Resources Guaranty Company
By 
President/CEO

Secretary

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:

1.
 - 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;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. 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.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. 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;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. 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
 - e. 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.
4. 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;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. 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
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. 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.
7. 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;

- ii. that wholly owns the Insured; or
 - iii. 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;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. 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;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). 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.

2. 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;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. 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.

3. 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
- b. 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 07-01-21 extent of the prejudice.

4. 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.

5. 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.
- b. 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.
- c. 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.

6. 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
- ii. 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.

7. 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.

- b. *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

- ii. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.
- b. 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.
- c. 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.

14. 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.
- b. 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,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. 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.

16. 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.
- b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. 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 8111 LBJ Freeway, Suite 1200, Dallas, TX 75251 or claims@titledresources.com.

18. 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.

19. 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/arbitration. 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.

- b. 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.
- c. *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.*
- d. 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.



TitleOne

a title & escrow co.

TitleOne
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

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

File Number: 23482853

Policy Number: 2470-O-23482853

Date of Policy: September 15, 2023 at 1:09PM

Amount of Insurance:

Premium: --

Property Address Reference: Bare Ground, Declo, ID 83323

1. **Name of Insured:**
Samuel Gary Flowers
2. **The estate or interest in the land that is insured by this policy is:**
Parcel Nos. 1 - 4: Fee Simple
Easement Nos. 1 - 4: Easement Parcels, more fully described herein
3. **The Title is vested in:**
Samuel Gary Flowers, an unmarried man
4. **The Land referred is described as follows:**
See Attached Schedule C

TitleOne
By:

Tina Hanssen, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 23482853
Policy Number: 2470-O-23482853

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
8. The land described herein is located within the district boundaries of the Raft River Ground Water Company and is subject to any assessments levied thereby. Paid Current.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Right-of-way for Highway 81 and the rights of access thereto for maintenance of said State Highway.
11. Terms and conditions contained in a/an Patent.
Recorded as Instrument No.: 11-67-0095, records of, Idaho.
12. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded June 11, 1999 as Instrument No. 263327, records of Cassia County, Idaho.
13. Terms and conditions contained in a/an Agreement for Electric Service by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and 4-T Ranch, Michael Telleria and Brenda Telleria, Consumer.
Recorded: July 26, 1997
Instrument No.: 250318, records of Cassia County, Idaho.
(Covers the N½S½SW¼ of Section 24, Township 12 South, Range 26 East of the Boise, Meridian)
(Parcel Nos. 1 and 2)

Assumption of Agreement.
Recorded: April 25, 2005
Instrument No.: 301764, records of Cassia County, Idaho.
(Parcel Nos. 1 and 2)

Assumption of Agreement.

Recorded: February 24, 2011

Instrument No.: 2011-000700, records of Cassia County, Idaho.

(Parcel Nos. 1 and 2)

14. Terms and conditions contained in a/an Agreement for Electric Service by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and 4-T Ranch, Michael Telleria and Brenda Telleria.

Recorded: July 28, 1997

Instrument No.: 250319, records of Cassia County, Idaho.

(Covers the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of Township 24 South, Range 26 East of the Boise Meridian)

(Parcel Nos. 1 and 2)

Assumption of Agreement.

Recorded: April 25, 2005

Instrument No.: 301763, records of Cassia County, Idaho.

(Parcel Nos. 1 and 2)

15. Terms and conditions contained in a/an Agreement for Electric Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Pamela Biggs dba BM Ranch.

Recorded: May 21, 2008

Instrument No.: 2008-003164, records of Cassia County, Idaho.

(Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Township 24 South, Range 26 East of the Boise Meridian)

16. Terms and conditions contained in a/an Agreement for Electric Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Nathaniel Carson, Consumer.

Recorded: October 22, 2012

Instrument No.: 2012-004888, records of Cassia County, Idaho.

(Covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 12 South, Range 26 East of the Boise Meridian)

17. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded February 25, 2021 as Instrument No. 2021-001116, records of Cassia County, Idaho.

18. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: April 22, 2021

Instrument No.: 2021-002127, records of Cassia County, Idaho.

19. Terms and conditions contained in a/an Grant of Easement for Ingress and Egress Including use and Maintenance.

Recorded: April 22, 2021

Instrument No.: 2021-002128, records of Cassia County, Idaho.

20. Terms and conditions contained in a/an Irrigation Well Sharing Agreement and Grant of Easement.

Recorded: April 22, 2021

Instrument No.: 2021-002129, records of Cassia County, Idaho.

21. Terms and conditions contained in a/an Shared Driveway Agreement.

Recorded: April 22, 2021

Instrument No.: 2021-002130, records of Cassia County, Idaho.

22. Terms and conditions contained in a/an Shared Domestic Well Agreement.

Recorded: April 22, 2021

Instrument No.: 2021-002131, records of Cassia County, Idaho.

23. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 4, 2021 as Instrument No. 2021002398, records of Cassia County, Idaho.

File Number: 23482853
Policy Number: 2470-O-23482853

ALTA Owner's Policy (07/01/2021)

24. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: .

Trustor/Grantor: Samuel Gary Flowers, an unmarried man

Trustee: Alliance Title & Escrow

Beneficiary: Hopkins Financial Services, Inc, an Idaho Corporation

Dated: September 15, 2023

Recorded: September 15, 2023

Instrument No.: 2023-003010, records of Cassia County, Idaho.

SCHEDULE C
Legal Description

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 634.53 feet to a $\frac{1}{2}$ inch rebar; thence North 00°20'24" West for a distance of 661.53 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence North 00°20'24" West for a distance of 661.53 feet to a $\frac{1}{2}$ inch rebar on the north line of the S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence North 89°45'32" East along said 1/16 section line for a distance of 431.53 feet to a $\frac{1}{2}$ inch rebar on the westerly right of way of State Highway 81;
Thence South 00°20'24" East along said right of way for a distance of 661.15 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°42'27" West for a distance of 431.53 feet to the POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a $\frac{1}{2}$ inch rebar on the westerly right of way of State Highway 81; thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a $\frac{1}{2}$ inch rebar on the north line of the S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence North 89°45'32" East along said 1/16 section line for a distance of 200.00 feet to the centerline of State Highway 81;
Thence South 00°20'24" East along said centerline for a distance of 660.97 feet;
Thence South 89°42'27" West for a distance of 200.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to State Highway 81.

Easement No. 1:

An Access and Utility Easement for the benefit of Parcel No. 1, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a $\frac{1}{2}$ inch rebar on the westerly right-of-way of State Highway 81; Thence North 00°20'24" West along said right-of-way for a distance of 641.15 feet to the POINT OF BEGINNING;
Thence South 89°42'27" West for a distance of 396.91 feet;
Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;
Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 2:

An Irrigation Easement for the benefit of Parcel No. 1 and 2, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 913.09 feet to the POINT OF BEGINNING;
Thence North 00°20'24" West for a distance of 50.00 feet;
Thence North 89°39'23" East for a distance of 132.97 feet;
Thence North 00°20'24" West for a distance of 591.16 feet;
Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.

Parcel No. 3:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 634.53 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence North 00°20'24" West for a distance of 661.53 feet to a ½ inch rebar;
Thence North 89°42'27" East for a distance of 431.53 feet to a ½ inch rebar on the westerly right of way of State Highway 81;
Thence South 00°20'24" East along said right of way for a distance of 661.15 feet to a ½ inch rebar on the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 431.53 feet to the POINT OF BEGINNING.

Parcel No. 4:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right of way of State Highway 81 which shall be the POINT OF BEGINNING;
Thence North 00°20'24" West along said right of way for a distance of 661.15 feet to a ½ inch rebar;
Thence North 89°42'27" East for a distance of 200.00 feet to the centerline of State Highway 81;
Thence South 00°20'24" East along said centerline for a distance of 660.97 feet to the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 200.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to State Highway 81.

Easement No. 3:

An Access and Utility Easement for the benefit of Parcel No. 3, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 24: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest Corner of Section 24, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°39'23" East along the south line of Section 24 for a distance of 1066.06 feet to a ½ inch rebar on the westerly right-of-way of State Highway 81; Thence North 00°20'24" West along said right-of-way for a distance of 641.15 feet to the POINT OF BEGINNING;
Thence South 89°42'27" West for a distance of 396.91 feet;
Thence along a non-tangent curve to the right for a distance of 209.44 feet, said curve having a radius of 40.00 feet, a delta angle of 300°00'00", and a long chord bearing of North 00°17'33" West for a distance of 40.00 feet;
Thence North 89°42'27" East for a distance of 396.87 feet to the westerly right-of-way of State Highway 81;

File Number: 23482853
Policy Number: 2470-O-23482853

ALTA Owner's Policy (07/01/2021)

Thence South 00°20'24" East along said right-of-way for a distance of 40.00 feet to the POINT OF BEGINNING.

Easement No. 4:

An Irrigation Easement for the benefit of Parcel No. 3 and 4, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

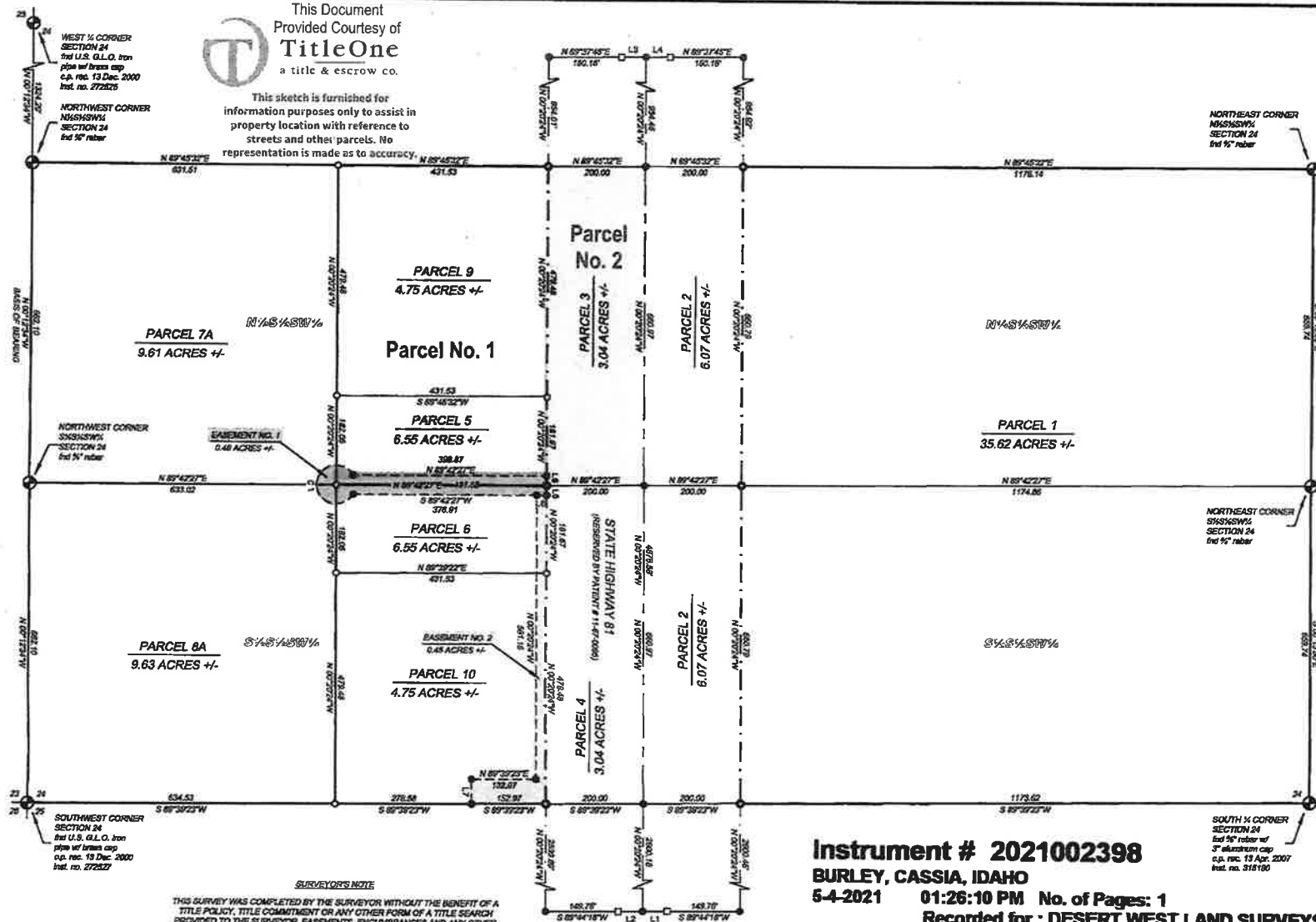
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Thence North 00°20'24" West for a distance of 50.00 feet;
Thence North 89°39'23" East for a distance of 132.97 feet;
Thence North 00°20'24" West for a distance of 591.16 feet;
Thence North 89°42'27" East for a distance of 20.00 feet to the westerly right-of-way of State Highway 81;
Thence South 00°20'24" East along said highway right-of-way for a distance of 641.15 feet to a ½ inch rebar on the south line of Section 24;
Thence South 89°39'23" West along said section line for a distance of 152.97 feet to the POINT OF BEGINNING.



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property location with reference to
streets and other parcels. No
representation is made as to accuracy.



Instrument # 2021002398

BURLEY, CASSIA, IDAHO

5-4-2021

01:26:10 PM No. of Pages: 1

Recorded for : DESERT WEST LAND SURVEYS PC

JOSEPH LARSEN

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

Fee: 5.00 EV

SURVEYOR'S NOTE

THIS SURVEY WAS COMPLETED BY THE SURVEYOR WITHOUT THE BENEFIT OF A TITLE POLICY, TITLE COMMITMENT OR ANY OTHER FORM OF A TITLE SEARCH PROVIDED TO THE SURVEYOR. EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS TO THE PROPERTY HAVE NOT BEEN PROVIDED TO OR SPECIFICALLY RESEARCHED BY THE SURVEYOR. THIS SURVEY WAS NOT COMPLETED TO THE ALTA/ACSM STANDARDS. SURVEYED PROPERTY IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS CURRENTLY EXISTING OR OF PUBLIC RECORD. THIS SURVEY IS SUBJECT TO LOCAL PROVISIONS SET FORTH BY CITY AND/OR COUNTY AGENCIES AND DOES NOT GUARANTEE COMPLIANCE WITH LOCAL ORDINANCES.

SURVEYOR'S NARRATIVE

(A) THE PURPOSE OF THIS SURVEY WAS TO DIVIDE THAT PORTION OF THE SW1/4SW1/4 LYING WEST OF THE STATE HIGHWAY INTO (4) PARCELS OF GROUND. LEGAL DESCRIPTIONS OF (2) 4.75 ACRE PARCELS WERE ALSO DESCRIBED FOR POTENTIAL BUILDING SITES. DESCRIPTIONS WERE ALSO PREPARED FOR A JOINT ACCESS & UTILITY EASEMENT FOR SAID PARCELS.

(B) THIS SECTION IS A REGULAR SECTION AND WAS BROKEN DOWN ACCORDING TO THE GOVERNMENT MANUAL OF SURVEYING INSTRUCTIONS. THE SECTION QUARTER SECTION 24 SEVENTEEN SECTION CORNERS SET PREVIOUSLY BY OTHER SURVEYORS WERE FOUND TO BE IN HARMONY WITH THE GOVERNMENT SURVEY OF THIS SECTION AND HAVE BEEN PERPETUATED AS INDIVIDUALLY NOTED HEREON. THAT PORTION OF STATE HIGHWAY 81 SHOWN HEREON WAS RESERVED BY PATENT # 11-45-0058 AND SHOWN ON THE U.S. BLM MASTER TITLE PLAT AND HIGHWAY RIGHT OF WAY PLANS. SURVEYS USED IN THE PROCESS OF THIS SURVEY ARE LISTED IN THE PREVIOUS RECORD OF SURVEYS NOTE. DEEDS USED IN THE PROCESS OF THIS SURVEY ARE LISTED ON THE FACE OF THIS MAP IN THEIR RESPECTIVE LOCATIONS.

Course	Bearing	Distance
L1	S 89°44'18" W	50.26'
L2	S 89°44'18" W	50.24'
L3	N 89°37'45" E	48.84'
L4	N 89°37'45" E	48.84'
L5	N 00°20'24" W	20.00'
L6	N 00°20'24" W	20.00'
L7	N 00°20'24" W	50.00'
L8	S 89°42'27" W	20.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	40.00'	-25.00'	208.44'	599°00'00"	143°14'22"	40.00'	N 05°17'35" W

RECORD OF SURVEY
for
RANDY HOPKINS



DESERT WEST LAND SURVEYS, P.C.

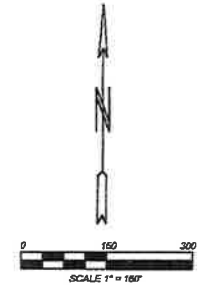
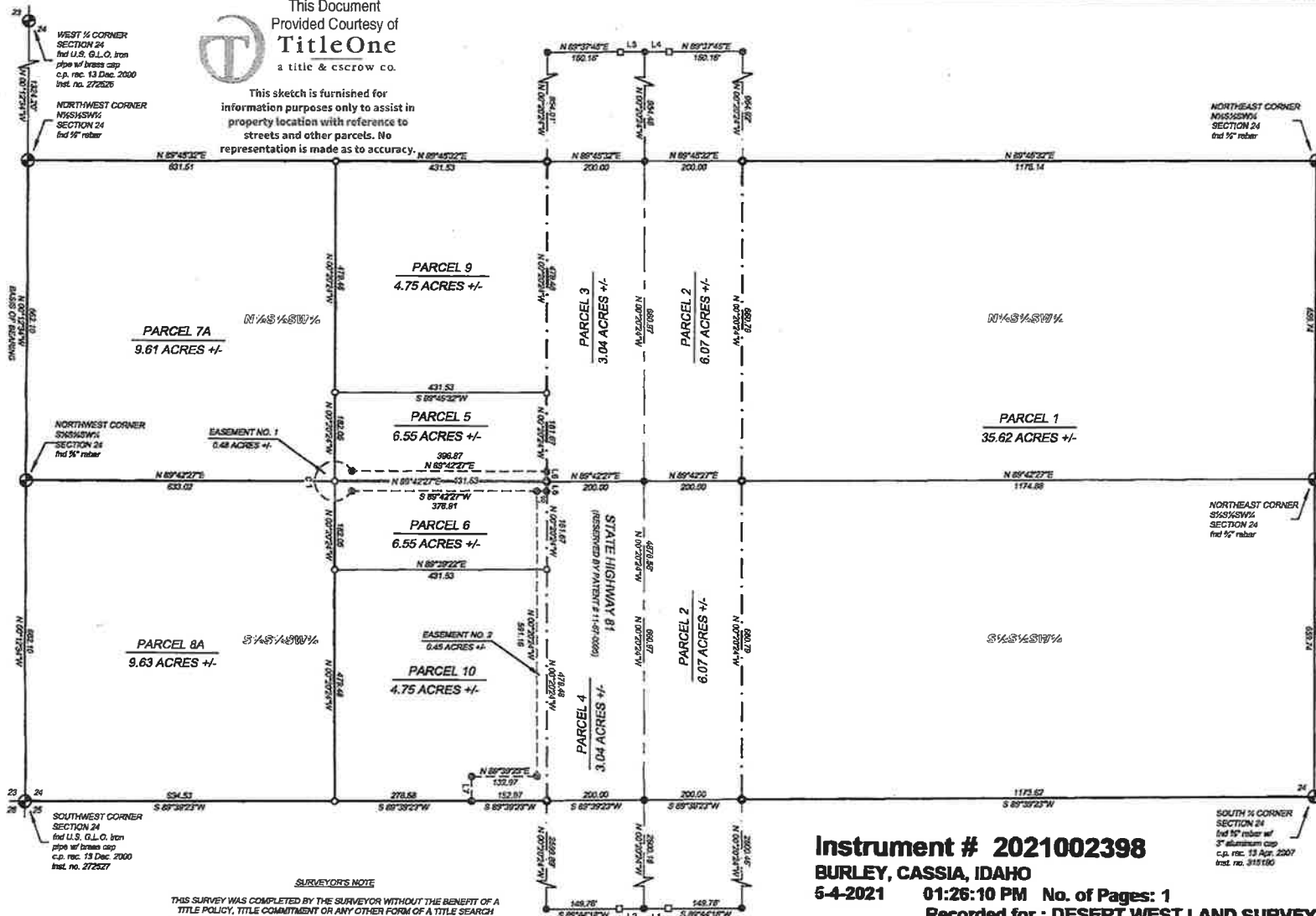
2020 OVERLAND AVENUE BURLEY, IDAHO 83218 208-679-7112
JOB NO: 1424-21C1 DRAWN BY: T. RENO
DATE: MARCH 8, 2021 Desert West Land Surveys, P.C.





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LEGEND

- - SET 1/2" x 24" REBAR W/ L.S. NO. ATTACHED.
- - FOUND 1/2" DIAMETER REBAR.
- - FOUND CONCRETE HIGHWAY RIGHT OF WAY MARKER.
- - CALCULATED POINT; NO MONUMENT SET.
- ⊕ - SECTION, 1/4 SECTION OR PLSS SUBDIVISIONAL CORNER MONUMENTED AS INDIVIDUALLY NOTED.

- SURVEYED BOUNDARY / PARCEL LINE
- ROAD RIGHT OF WAY LINE
- - - PROPOSED EASEMENT LINE

PREVIOUS RECORD OF SURVEYS

- S-1 INST. NO. 315400
- S-2 INST. NO. 273344
- S-3 INST. NO. 283327
- S-4 INST. NO. 251289
- S-5 RIGHT OF WAY PLANS PROJ. NO. ST-2011(602)
- S-6 U.S. BLM MASTER TITLE PLAT
- S-7 INST. NO. 2020-004240

CERTIFICATE OF SURVEY

I, TREVOR RENO, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 16351, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

SECTION 24

T. 12 S., R. 26 E., B.M.
CASSIA COUNTY, IDAHO

Instrument # 2021002398

BURLEY, CASSIA, IDAHO

6-4-2021

01:26:10 PM No. of Pages: 1

Recorded for : DESERT WEST LAND SURVEYS PC

JOSEPH LARSEN

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

Fee: 5.00 **EV**

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SURVEYOR'S NARRATIVE

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L1	S 89°44'18" W	55.24'
L2	S 89°42'18" W	50.24'
L3	N 89°37'45" E	45.54'
L4	N 89°37'45" E	45.54'
L5	N 00°20'24" W	20.00'
L6	N 00°20'24" W	20.00'
L7	N 00°20'24" W	45.00'
L8	S 89°42'27" W	22.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	40.00'	-29.09'	259.44'	350°00'00"	143°14'22"	40.00'	N 00°12'33" W

RECORD OF SURVEY
for
RANDY HOPKINS



DESERT WEST LAND SURVEYS, P.C.

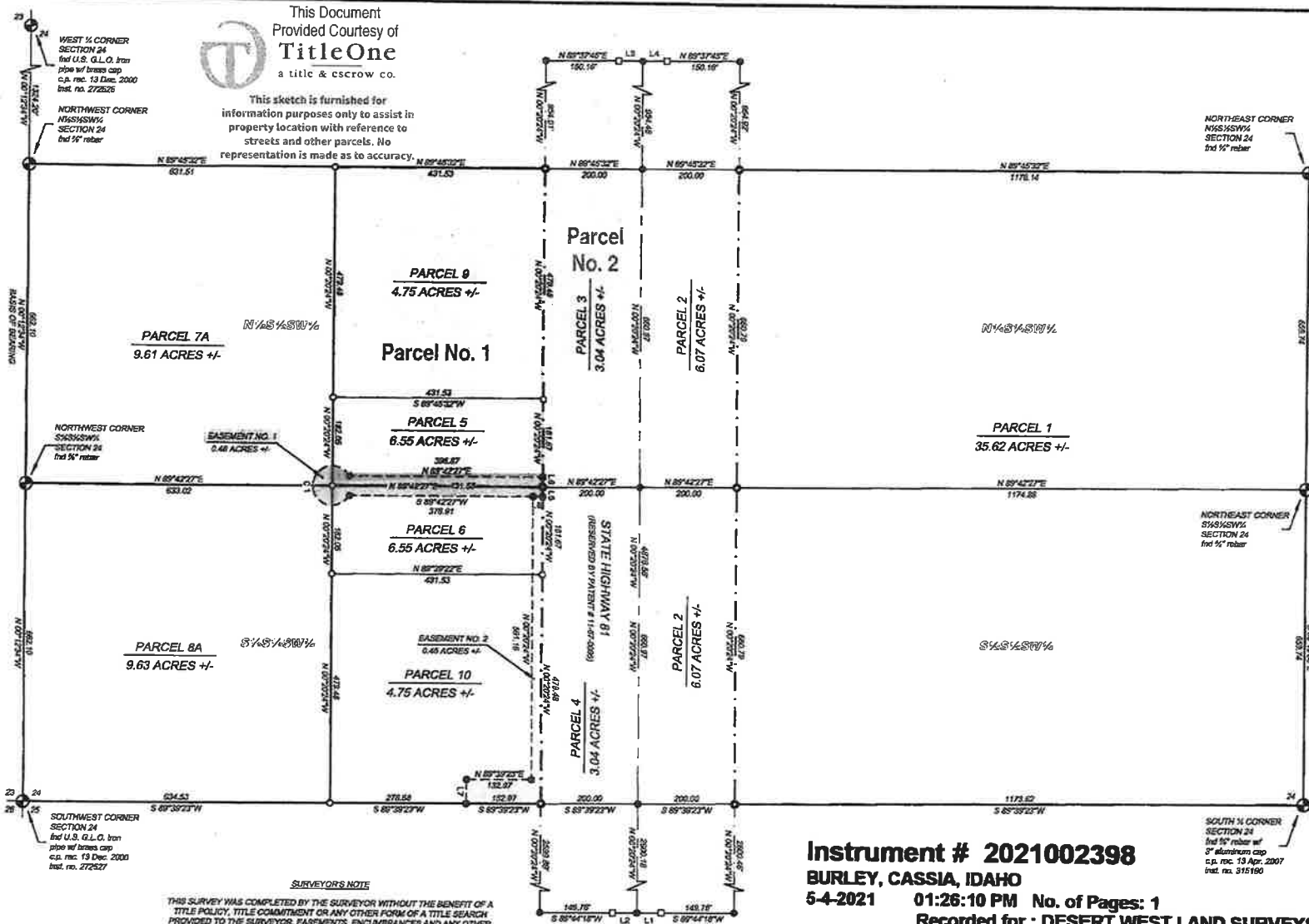
2020 OVERLAND AVENUE BURLEY, IDAHO 83318 208-676-7112
JOB NO: 14244-21C1 DRAWN BY: T. RENO
DATE: MARCH 8, 2021 © Desert West Land Surveys, P.C.





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Instrument # 2021002398

BURLEY, CASSIA, IDAHO

5-4-2021

01:26:10 PM No. of Pages: 1

Recorded for : DESERT WEST LAND SURVEYS PC

JOSEPH LARSEN

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

**RECORD OF SURVEY
for
RANDY HOPKINS**

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L4	N 89°37'45" E	49.84'
L5	N 00°20'24" W	20.00'
L6	N 00°20'24" W	20.00'
L7	N 00°20'24" W	20.00'
L8	S 89°49'27" W	20.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	40.00'	-22.95'	209.44'	300°00'00"	143°14'22"	40.00'	N 00°17'33" E

SECTION 24
T. 12 S., R. 26 E., B.M.
CASSIA COUNTY, IDAHO

DESERT WEST LAND SURVEYS, P.C.

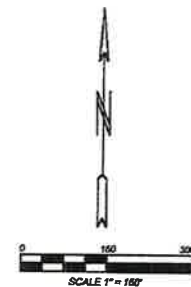
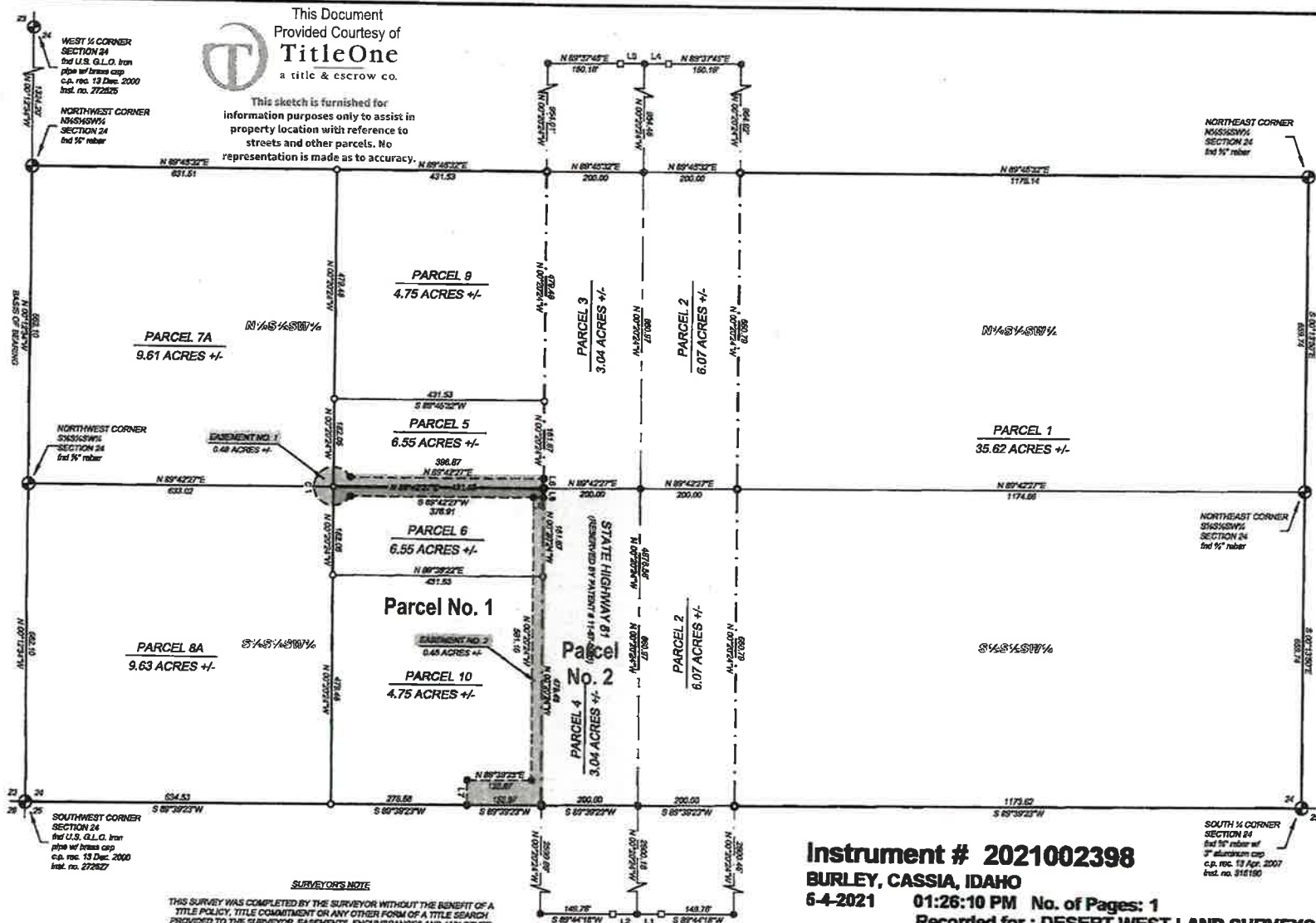
2020 OVERLAND AVENUE BURLEY, IDAHO 83218 208-678-7112
JOB NO. 14266-21C1 DRAWN BY: T. REND
DATE: MARCH 8, 2021 © Desert West Land Surveys, P.C.





This Document
Provided Courtesy of
TitleOne
a title & escrow co.

This sketch is furnished for
information purposes only to assist in
property location with reference to
streets and other parcels. No
representation is made as to accuracy.



LEGEND

- - SET 1/2" x 24" REBAR W/ L.S. NO. ATTACHED.
- - FOUND 1/2" DIAMETER REBAR.
- - FOUND CONCRETE HIGHWAY RIGHT OF WAY MARKER.
- - CALCULATED POINT; NO MONUMENT SET.
- ⊙ - SECTION, 1/4 SECTION OR PLUS SUBDIVISIONAL CORNER MONUMENTED AS INDIVIDUALLY NOTED.

- SURVEYED BOUNDARY / PARCEL LINE
- - - ROAD RIGHT OF WAY LINE
- - - PROPOSED EASEMENT LINE

PREVIOUS RECORD OF SURVEYS

- S-1 INST. NO. 318452
- S-2 INST. NO. 273344
- S-3 INST. NO. 253327
- S-4 INST. NO. 281259
- S-5 RIGHT OF WAY PLANS
- S-6 PROJ. NO. ST-201 (602)
- S-7 U.S. BLM MASTER TITLE PLAY
- S-7 INST. NO. 2025-051619

CERTIFICATE OF SURVEY

I, TREVOR RENO, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 15351, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

SECTION 24

T. 12 S., R. 26 E., B.M.
CASSIA COUNTY, IDAHO

Instrument # 2021002398

BURLEY, CASSIA, IDAHO

6-4-2021

01:26:10 PM No. of Pages: 1

Recorded for : DESERT WEST LAND SURVEYS PC

JOSEPH LARSEN

Fee: 5.00

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

SURVEYOR'S NOTE

THIS SURVEY WAS COMPLETED BY THE SURVEYOR WITHOUT THE BENEFIT OF A TITLE POLICY. TITLE COMMITMENT OR ANY OTHER FORM OF A TITLE SEARCH PROVIDED TO THE SURVEYOR. EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS TO THE PROPERTY HAVE NOT BEEN PROVIDED TO OR SPECIFICALLY RESEARCHED BY THE SURVEYOR. THIS SURVEY WAS NOT COMPLETED TO THE ALTA SURVEY STANDARDS. SURVEYED PROPERTY IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES AND ANY OTHER SPECIAL EXCEPTIONS CURRENTLY EXISTING OR OF PUBLIC RECORD. THIS SURVEY IS SUBJECT TO LOCAL PROVISIONS SET FORTH BY CITY AND/OR COUNTY AGENCIES AND DOES NOT GUARANTEE COMPLIANCE WITH LOCAL ORDINANCES.

SURVEYOR'S NARRATIVE

(A) THE PURPOSE OF THIS SURVEY WAS TO DIVIDE THAT PORTION OF THE SW1/4SW1/4 LYING WEST OF THE STATE HIGHWAY INTO (4) PARCELS OF GROUND. LEGAL DESCRIPTIONS OF (2) 4.75 ACRE PARCELS WERE ALSO DESCRIBED FOR POTENTIAL BUILDING SITES. DESCRIPTIONS WERE ALSO PREPARED FOR A JOINT ACCESS & UTILITY EASEMENT FOR SAID PARCELS.

(B) THIS SECTION IS A REGULAR SECTION AND WAS BROKEN DOWN ACCORDING TO THE GOVERNMENT MANUAL OF SURVEYING INSTRUCTIONS. THE SECTION, QUARTER SECTION & SIXTEENTH SECTION CORNERS SET PREVIOUSLY BY OTHER SURVEYORS WERE FOUND TO BE IN HARMONY WITH THE GOVERNMENT SURVEY OF THIS SECTION AND HAVE BEEN PERPETUATED AS INDIVIDUALLY NOTED HEREON. THAT PORTION OF STATE HIGHWAY 81 SHOWN HEREON WAS RESERVED BY PATENT # 11-47-0055 AND SHOWN ON THE U.S. BLM MASTER TITLE PLAT AND HIGHWAY RIGHT OF WAY PLANS. SURVEYS USED IN THE PROCESS OF THIS SURVEY ARE LISTED IN THE PREVIOUS RECORD OF SURVEYS NOTE. DEEDS USED IN THE PROCESS OF THIS SURVEY ARE LISTED ON THE FACE OF THIS MAP IN THEIR RESPECTIVE LOCATIONS.

Course	Bearing	Distance
L1	S 89°44'18" W	50.24'
L2	S 89°44'18" W	50.24'
L3	S 89°37'45" E	49.84'
L4	N 89°37'45" E	49.84'
L5	N 00°20'24" W	20.00'
L6	N 00°20'24" W	20.00'
L7	N 00°20'24" W	20.00'
L8	S 89°42'27" W	20.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	40.00'	-29.09'	209.44'	300°00'00"	143°14'22"	40.00'	N 00°12'33" E

**RECORD OF SURVEY
for
RANDY HOPKINS**



DESERT WEST LAND SURVEYS, P.C.

2020 OVERLAND AVENUE BURLEY, IDAHO 83218 208-678-7112

JOB NO: 14244-2101

DRAWN BY: T. RENO

DATE: MARCH 8, 2021

©Desert West Land Surveys, P.C.



Water Right Report : 43-13722(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Post
Current Owner	HOPKINS FINANCIAL SERVICES INC	910 E CAROL ST	MERIDIAN	ID	8364
Original Owner	ANDERSON, LA MAR C	1805 JACKSON AVE	BURLEY	ID	8331
Original Owner	MOYLE, LEE	374 S 600 W	HEYBURN	ID	8333
Original Owner	MOYLE, MARTA	374 S 600 W	HEYBURN	ID	8333
Previous Owner	CARSON, NATHANIEL S	1174 S HWY 81	DECLO	ID	8332
Previous Owner	SQUIRES, GWEN	1174 S HWY 81	DECLO	ID	8332
Previous Owner	BIGGS, BRENT	1175 S HWY 81	DECLO	ID	8332
Previous Owner	BIGGS, PAMELA K	1175 S HWY 81	DECLO	ID	8332
Previous Owner	TELLERIA, BRENDA F	715 6TH ST	RUPERT	ID	8331
Previous Owner	TELLERIA, MICHAEL B	715 6TH ST	RUPERT	ID	8331

Water Right Status

Priority Date : 8/13/1956

Basis : Decreed

Status : Active

Water Source

Source **Source Qualifier** **Tributary** **Tributary Qualifier**

GROUND WATER

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Ty
GROUND WATER	12S	26E	24	0		SW	SW	CASSIA	
GROUND WATER	12S	26E	24	0	SW	SW	SW	CASSIA	
GROUND WATER	12S	26E	24	0	NE	SE	SW	CASSIA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.05 CFS	10.50 AFA
TOTAL			0.05 CFS	10.50 CFS

Places of Use

Printable View

Place of Use Legal Description : IRRIGATION (CASSIA county)

Township **Range** **Section** **Lot** **QQQ** **QQ** **Q**

- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code Construction Rules of the Department.
- R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre per acre at the field headgate for irrigation of the place of use.
- X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 11/15 provided that beneficial use of the water can be shown and other elements not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights subordinated early or late irrigation use and a priority date earlier than June 28, 2002.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device into an agreement with the Department to use power records to determine the amount of water and annually report the information to the Department.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Department's approval of the transfer.
- T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions of the definition of the rights or for the efficient administration of water rights as may be determined by the Basin Adjudication court at a point in time no later than the entry of the final unified decree.

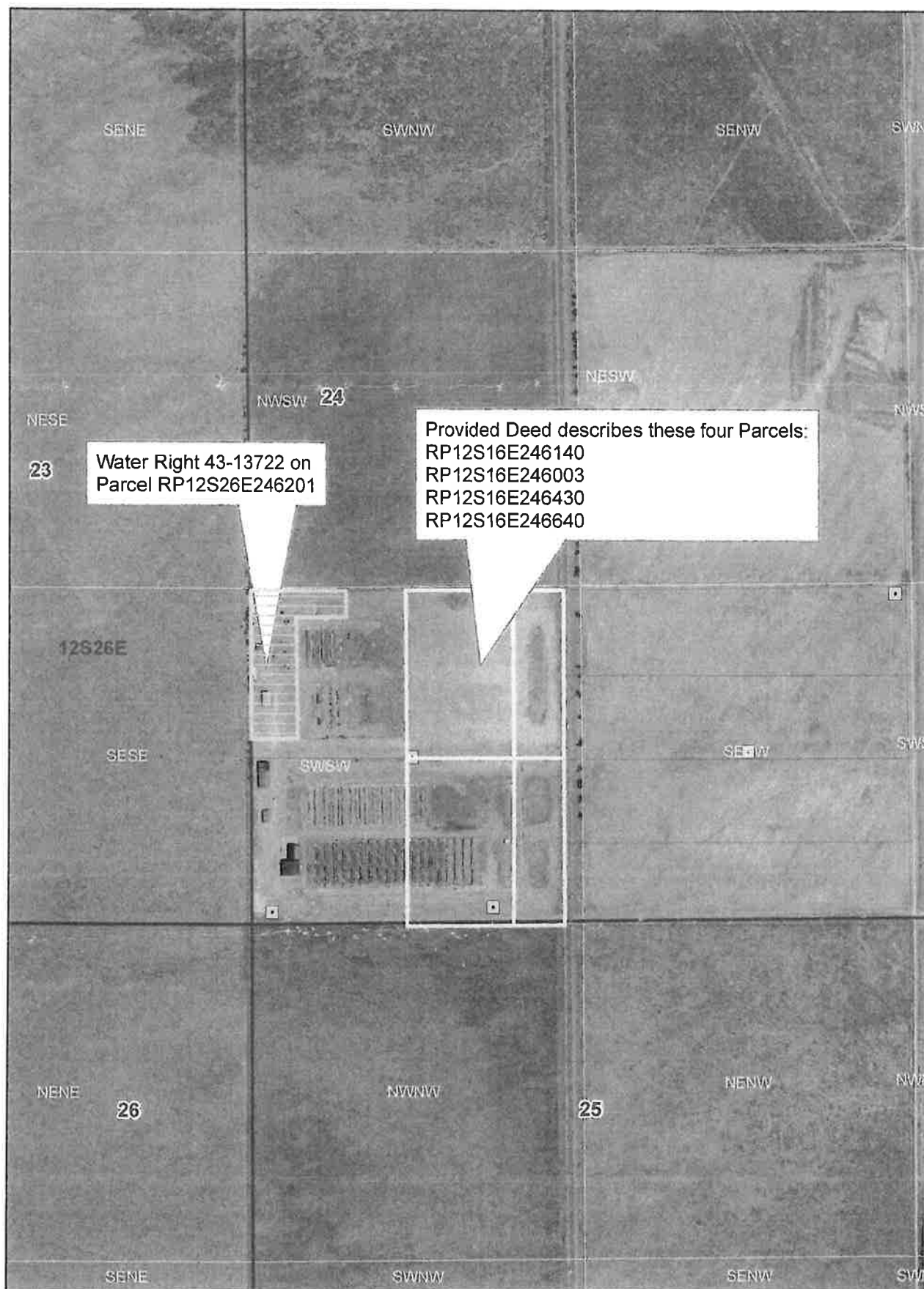
Dates

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

Other Information

State or Federal : S
 Water District Number : 143
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES



Mills, Bill

From: Mills, Bill
Sent: Tuesday, November 21, 2023 10:39 AM
To: IdwrPayable
Subject: Refund for Returned Ownership Change
Attachments: Receipt & OC Change Form.pdf; Check Stub.pdf

Please refund \$25.00 for an ownership change that was returned for water right 43-13722. Fees were paid by TITLEONE (check #132678, receipt #S039939).

Copy of receipt and check stub are attached.

Mailing address is:

TITLEONE CORPORATION
1411 FALLS AVE E STE 1131
TWIN FALLS ID 83303-3459

Thank you!

Bill Mills



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 21, 2023

SAMUEL GARY FLOWERS
1174 S HIGHWAY 81
DECLO ID 83323-5121

RE: Water Right Nos: 43-13722,
Change in Ownership

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) on 9/18/2023 for the above referenced water right. The Notice could not be processed because conveyance documents demonstrating ownership of the ground the water right is appurtenant to was not provided.

On 10/25/2023, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25.00 has been requested and will be mailed to TitleOne under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

My research indicates you may have potential ownership of other water rights based on the conveyance documents that were submitted. A portion of water right 43-13651 (ground water irrigation) and water permit 43-13898 (ground water domestic) appear to be appurtenant to the properties you have provided conveyance documents for. It should be noted that the fee for dividing water rights through an ownership change is \$100.00 per water right and/or permit. There is a third water right that may be partially appurtenant to properties you own, 43-13600 (ground water stock and commercial use), but the actual place of use is not entirely clear based on historical use of the water right. Since, this is the case, to process an ownership change for water right 43-13600, the Department will require a quitclaim deed between parties (Hopkins Declo Farms and you) indicating what portion of the water right you own. I have attached copies of the water rights for your convenience.

If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Bill Mills
Water Resource Agent, Senior

Enclosure(s)

c: HOPKINS FINANCIAL SERVICES INC



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 25, 2023

SAMUEL GARY FLOWERS
1174 S HIGHWAY 81
DECLO ID 83323-5121

RECEIVED
NOV 06 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

RE: Water Right No(s): 43-13722
Change in Ownership

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:

(Select all that apply)

- ☐ Filing Fee of \$25 per water right <permit>
- ☐ Filing Fee of \$100 per water right for changes resulting from division of a water right
- ☐ Signature
- ☐ Notarized Signature for Assignment of Permit
- ☒ 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
- ☐ Evidence of Security Interest: copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question
- ☐ Security Interest Expiration Date
- ☐ Legal Description of Property
- ☐ Plat of Property or Survey Map usually on file with the county
- ☐ USDA Farm Service Agency (formerly ASCS) Aerial Photo with irrigated acres outlined and point(s) of diversion clearly marked
- ☐ Description of Portion of Water Right resulting from division of water right

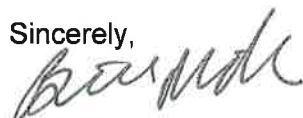
During our review of the documentation you submitted we found discrepancies between that documentation and the legal description of the place of use for the water right indicated in your notice. According to Department records, the warranty deed provided is not for the property that the water right is appurtenant to (see attached map). If you have a warranty deed or other conveyance document for RP12S26E246201, please send us a copy and the Department will process the Notice. Our records indicate that parcel is currently owned by Michael Lee & Suzanne Martin.

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

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 293-9915.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Mills", is written over the word "Sincerely,".

Bill Mills

Water Resource Agent, Senior

Enclosures

c: HOPKINS FINANCIAL SERVICES INC; TITLEONE, TWIN FALLS