

MAY 28 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-34666	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dechambeau Family LTD Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Joplin Lake LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 11450 W. Joplin Rd Boise ID 83714
Mailing address City State Zip
- 208-375-7475 mj@mguho.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 15, 2020
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):
☒ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Manager 05/23/2024
Signature of new owner/claimant Title, if applicable Date
- Mark J. Guho
Print name
- Signature: _____
Signature of new owner/claimant Title, if applicable Date
- _____
Print name

Received by Km Date 5.28.24 For IDWR Office Use Only: Receipt No. C118385 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 _____ Date _____

State of Idaho
Department of Water Resources
Permit to Appropriate Water
63-34666



0 0.125 0.25 0.5 Miles

-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Point of Diversion



RECEIVED

JUN 06 2024

**DEPARTMENT OF
WATER RESOURCES**



Order Number: 20354209

Warranty Deed

For Value Received,

The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, Joplin Lake LLC, an Idaho limited liability company, whose current address is 8707 W. State St., Suite D, Garden City, ID 83714, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel I:

The Northwest quarter of the Northwest quarter of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying Northerly of the right of way for U.S. Highway 20, also known as Chinden Boulevard.

Except that portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed recorded October 12, 2004 as Instrument No(s). 104130558 and 104130559, records of Ada County, Idaho.

Further Excepting therefrom that portion of the above described property which is more particularly described as follows:

One acre of land as shown on Record of Survey No. 455, No. 8317277, records of Ada County, Idaho and described as follows:

Starting at Northwest corner of Section 26, Range 4 North, 1 East marked by a monument brass cap, then South 33°05'45" East, 1227.21 feet to a set 1/2-inch iron pin, the Real Place of Beginning; thence South 67°25'29" East, 208.71 feet to an iron pin 1/2-inch; thence South 15°34'31" West, 210.30 feet to an iron pin 1/2-inch; thence North 67°25'29" West, 208.71 feet to an iron pin 1/2-inch; thence



Order Number: 20354209

Warranty Deed

For Value Received,

The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, Joplin Lake LLC, an Idaho limited liability company, whose current address is 8707 W. State St., Suite D, Garden City, ID 83714, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel I:

The Northwest quarter of the Northwest quarter of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying Northerly of the right of way for U.S. Highway 20, also known as Chinden Boulevard.

Except that portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed recorded October 12, 2004 as Instrument No(s). 104130558 and 104130559, records of Ada County, Idaho.

Further Excepting therefrom that portion of the above described property which is more particularly described as follows:

One acre of land as shown on Record of Survey No. 455, No. 8317277, records of Ada County, Idaho and described as follows:

Starting at Northwest corner of Section 26, Range 4 North, 1 East marked by a monument brass cap, then South 33°05'45" East, 1227.21 feet to a set 1/2-inch iron pin, the Real Place of Beginning; thence South 67°25'29" East, 208.71 feet to an iron pin 1/2-inch; thence South 15°34'31" West, 210.30 feet to an iron pin 1/2-inch; thence North 67°25'29" West, 208.71 feet to an iron pin 1/2-inch; thence

North 15°34'31" East, 210.30 feet to an iron pin which is the Real Place of Beginning.

Parcel III:

One acre of land as shown on Record of Survey No. 455, No. 8317277, records of Ada County, Idaho and described as follows:

Starting at Northwest corner of Section 26, Range 4 North, 1 East marked by a monument brass cap, then South 33°05'45" East, 1227.21 feet to a set 1/2-inch iron pin, the Real Place of Beginning; thence South 67°25'29" East, 208.71 feet to an iron pin 1/2-inch; thence South 15°34'31" West, 210.30 feet to an iron pin 1/2-inch; thence North 67°25'29" West, 208.71 feet to an iron pin 1/2-inch; thence North 15°34'31" East, 210.30 feet to an iron pin which is the Real Place of Beginning.

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.

This conveyance is made subject to Instrument No. 103151763, records of Ada County, and Instrument No. 103151767, records of Ada County.

Remainder of this page intentionally left blank.

Dated: 5/15/2020

The DeChambeau Family Limited Partnership, an Idaho limited partnership

By:

Jack R. DeChambeau, General Partner
by Bart DeChambeau, his attorney in fact

Kromrei Family Limited Partnership, an Idaho limited partnership

By: The Kromrei Family Trust, Its General Partner

By:

Douglas Black, Authorized Signer

State of Idaho)

) ss:

County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bart DeChambeau, known to me to be the attorney in fact for Jack R. DeChambeau, known or identified to me to be the person whose name is subscribed to the within instrument, as the General Partner of The DeChambeau Family Limited Partnership, the partnership that executed the within instrument and acknowledged to me that he executed the same as Attorney of Fact for said Partnership and that such Partnership executed it.

Notary Public

Commission Expires: _____

Resides: _____

Residing at: Boise, ID
Commission expires: 11/28/2025

State of Idaho)

) ss:

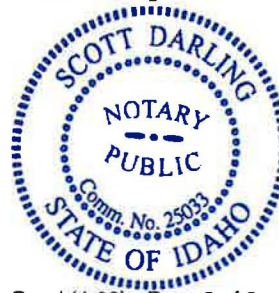
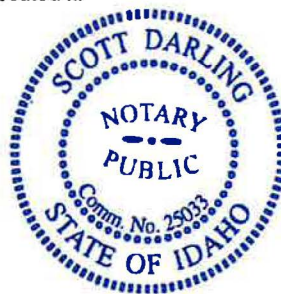
County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Black, known or identified to me to be the person whose name is subscribed to the within instrument, as Authorized Signer of The Kromrei Family Trust, said Trust known to me to be the General Partner of Kromrei Family Limited Partnership and acknowledged to me that he executed the same as Authorized Signer and that such Trust executed it as the General Partner of the limited partnership.

Notary Public

Commission Expires _____

Residing at: Boise, ID
Commission expires: 11/28/2025



RECEIVED

JUN 06 2024

DEPARTMENT OF
WATER RESOURCES



Order Number: 20354209

Warranty Deed

For Value Received,

The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership and Jack R. DeChambeau, an unmarried man and The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031, the Grantor, does hereby grant, bargain sell and convey unto, Joplin Lake LLC, an Idaho limited liability company, whose current address is 8707 W. State St., Suite D, Garden City, ID 83714, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel II:

A parcel of land being all of U.S. Government Lot 9, and portions of U.S. Government Lots 6, 7, 8, and 10, all being located in the Northwest quarter, and in the South half of Section 23, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**Beginning at a brass cap marking the section corner common to Sections 22, 23, 26, and 27, Township 4 North, Range 1 East, also being the Real Point of Beginning; thence, along the section line common to said Sections 23 and 26
South 89°38'16" East 1321.65 feet to an aluminum cap marking the West 1/16 corner common to said Sections 23 and 26; thence, leaving said section line, and along the West 1/16 section line of said Section 23 North 0°38'27" East 1495.30 feet to an iron pin on an existing East-West fence line; thence, leaving said West 1/16 section line, and along said East-West fence line
South 82°11'49" East 256.56 feet to an iron pin; thence
North 71°58'35" East 472.84 feet to an iron pin; thence
South 84°19'51" East 125.52 feet to an iron pin; thence
North 69°20'16" East 98.36 feet to an iron pin; thence**



Order Number: 20354209

Warranty Deed

For Value Received,

The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership and Jack R. DeChambeau, an unmarried man and The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031, the Grantor, does hereby grant, bargain sell and convey unto, Joplin Lake LLC, an Idaho limited liability company, whose current address is 8707 W. State St., Suite D, Garden City, ID 83714, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel II:

A parcel of land being all of U.S. Government Lot 9, and portions of U.S. Government Lots 6, 7, 8, and 10, all being located in the Northwest quarter, and in the South half of Section 23, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**Beginning at a brass cap marking the section corner common to Sections 22, 23, 26, and 27, Township 4 North, Range 1 East, also being the Real Point of Beginning; thence, along the section line common to said Sections 23 and 26
South 89°38'16" East 1321.65 feet to an aluminum cap marking the West 1/16 corner common to said Sections 23 and 26; thence, leaving said section line, and along the West 1/16 section line of said Section 23 North 0°38'27" East 1495.30 feet to an iron pin on an existing East-West fence line; thence, leaving said West 1/16 section line, and along said East-West fence line
South 82°11'49" East 256.56 feet to an iron pin; thence
North 71°58'35" East 472.84 feet to an iron pin; thence
South 84°19'51" East 125.52 feet to an iron pin; thence
North 69°20'16" East 98.36 feet to an iron pin; thence**

North 82°41'11" East 85.34 feet to an iron pin; thence
 South 63°03'04" East 331.08 feet to an iron pin; thence
 South 72°22'44" East 119.01 feet to an iron pin; thence
 South 80°28'36" East 77.13 feet to an iron pin; thence
 South 87°32'46" East 168.23 feet to an iron pin; thence
 South 69°26'19" East 227.89 feet to an iron pin; thence
 South 77°24'54" East 123.58 feet to an iron pin; thence
 South 81°16'52" East 210.97 feet to an iron pin; thence
 North 89°59'30" East 204.00 feet to an iron pin; thence
 South 74°15'16" East 160.37 feet to an iron pin; thence, leaving said East-West fence line
 North 18°24'28" East 54.90 feet to an iron pin at the existing ordinary high water line of the South bank of the
 South Channel of the Boise River; thence, meandering along said existing ordinary high water line
 North 22°56'11" West 161.63 feet to a point; thence
 North 60°59'47" West 296.73 feet to a point; thence
 North 49°21'33" West 166.93 feet to a point; thence
 North 51°13'06" West 101.90 feet to a point; thence
 North 30°01'02" West 52.29 feet to a point; thence
 North 51°33'43" West 93.46 feet to a point; thence
 North 53°52'03" West 135.43 feet to a point; thence
 North 41°00'20" West 115.02 feet to a point; thence
 North 51°16'22" West 76.47 feet to a point; thence
 North 68°43'23" West 68.70 feet to a point; thence
 North 84°48'22" West 103.25 feet to a point; thence
 North 78°50'05" West 61.93 feet to a point; thence
 South 89°51'16" West 286.35 feet to a point; thence
 North 69°45'47" West 227.64 feet to a point; thence
 North 47°03'51" West 114.15 feet to a point; thence
 North 36°55'42" West 250.78 feet to a point; thence
 North 64°34'42" West 126.02 feet to a point; thence
 North 72°57'45" West 131.09 feet to a point; thence
 North 62°25'07" West 143.23 feet to a point; thence
 North 62°06'53" West 80.26 feet to a point; thence
 North 82°04'01" West 294.03 feet to an iron pin on the West 1/16 section line of said Section 23; thence,
 leaving said West 1/16 section line and continuing along said existing ordinary high water line
 North 81°23'58" West 582.55 feet to a point; thence
 North 79°49'20" West 130.34 feet to a point; thence
 North 88°58'35" West 90.67 feet to an iron pin on an existing North-South fence line; thence, leaving said
 existing ordinary high water line and along said North-South fence line
 South 7°31'29" West 193.87 feet to an iron pin; thence
 South 15°17'58" East 374.76 feet to an iron pin; thence
 South 85°57'20" East 468.43 feet to an iron pin; thence
 South 3°18'45" West 596.26 feet to an iron pin; thence, leaving said North-South fence line
 North 82°15'24" West 277.21 feet to an iron pin; thence
 North 72°56'32" West 71.35 feet to an iron pin; thence
 North 66°25'54" West 155.18 feet to an iron pin; thence
 North 70°43'20" West 233.03 feet to an iron pin; thence
 North 74°56'46" West 105.23 feet to an iron pin; thence
 North 88°59'38" West 236.11 feet to an iron pin on the section line common to said Sections 22 and 23;
 thence, along said section line
 South 0°37'56" West 548.30 feet to an aluminum cap marking the South 1/16 corner common to said
 Sections 22 and 23; thence, continuing along said section line

South 0°37'56" West 1328.05 feet to the Real Point of Beginning.

Except that portion disclaimed to the State of Idaho as disclosed in Disclaimer of Interest, recorded May 12, 2000, as Instrument No. 100036165, records of Ada County, Idaho.

This conveyance is made subject to Instrument No. 103151763, records of Ada County, and Instrument No. 103151767, records of Ada County.

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

Remainder of this page intentionally left blank.

Dated: 5/15/2020

The DeChambeau Family Limited Partnership, an Idaho limited partnership

By: [Signature]
Jack R. DeChambeau, General Partner
by Bart DeChambeau, his attorney in fact

Kromrei Family Limited Partnership, an Idaho limited partnership

By: The Kromrei Family Trust, Its General Partner

By: [Signature]
Douglas Black, Authorized Signer

[Signature]
Jack R. DeChambeau by Bart DeChambeau,
his attorney in fact

The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No.
CV-IE-2011-2031

By: [Signature]
Douglas E. Black, Personal Representative

State of Idaho)

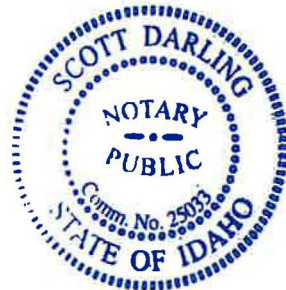
) ss:

County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bart DeChambeau, known to me to be the attorney in fact for Jack R. DeChambeau, known or identified to me to be the person whose name is subscribed to the within instrument, as the General Partner of The DeChambeau Family Limited Partnership, the partnership that executed the within instrument and acknowledged to me that he executed the same as Attorney of Fact for said Partnership and that such Partnership executed it.

[Signature]
Notary Public
Commission Expires: _____
Resides: _____

Residing at: Boise, ID
Commission expires: 11/28/2025



State of Idaho)

) ss:

County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Black, known or identified to me to be the person whose name is subscribed to the within instrument, as Authorized Signer of The Kromrei Family Trust, said Trust known to me to be the General Partner of Kromrei Family Limited Partnership and acknowledged to me that he executed the same as Authorized Signer and that such Trust executed it as the General Partner of the limited partnership.



Notary Public
Commission Expires _____
Residing at: Boise, ID
Commission expires: 11/28/2025

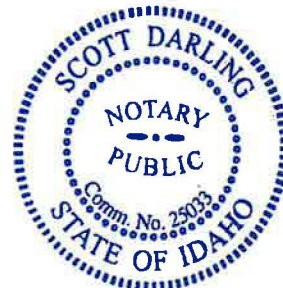


State of Idaho, County of Ada, ss.

On this 15th day of May in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bart DeChambeau, known or identified to me to be the person whose name is subscribed to the within instrument, as the attorney-in-fact of Jack R. DeChambeau and acknowledged to me that he/she subscribed the name of Jack R. DeChambeau thereto as Principal, and his/her own name as Attorney-In-Fact.



Notary Public
Residing in: _____
My Commission Expires: _____
(seal)
Residing at: Boise, ID
Commission expires: 11/28/2025



State of Idaho)

) ss:

County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas E. Black, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Colleen Mae Kromrei and acknowledged to me that he/she/they executed the same as Personal Representative and that such Estate executed it.



Notary Public
Commission Expires _____

Residing at: Boise, ID
Commission expires: 11/28/2025





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

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown

TRGC Form: O ALTA Owner's Policy 6/17/2006

Copyright 2006-2010 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association



- in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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

Joseph Hupp

An authorized signature

Title Resources Guaranty Company
 By: *[Signature]*
 President/CEO
Michael Boyden
 Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching

TRGC Form: O ALTA Owner's Policy 6/17/2006

Copyright 2006-2010 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association



between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of

TRGC Form: O ALTA Owner's Policy 6/17/2006

Copyright 2006-2010 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association



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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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



(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled



to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

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



File Number: 20354209
Policy Number: 2470-O-20354209

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



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: 20354209

Policy Number: 2470-O-20354209

Date of Policy: May 15, 2020 at 4:35PM

Amount of Insurance: \$2,310,000.00

Premium: \$5,675.00

Property Address Reference: 10322 W Joplin Road, Garden City, ID 83714
10330 W Joplin Road, Garden City, ID 83714
NNA W Joplin Road, Garden City, ID 83714

1. **Name of Insured:**
Joplin Lake LLC
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
Joplin Lake LLC, an Idaho limited liability company
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

TitleOne
By:

Joseph Gropp, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 20354209
Policy Number: 2470-O-20354209

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

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the 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.
7. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
8. The land described herein is located within the boundaries of Ada County (208-287-6800) and is subject to any assessments levied thereby. None are due and payable.
9. The land described herein is located within the boundaries of Settlers Irrigation District (208-344-2471) and is subject to any assessments levied thereby. None are due and payable.
10. The land described herein is located within the boundaries of Thurman Mill Ditch Company and is subject to any assessments levied thereby. None are due and payable.
11. Right-of-way for Thurman Mill Canal and the rights of access thereto for maintenance of said canal.
12. Right-of-way for Thurman Mill Ditch and the rights of access thereto for maintenance of said ditch.
13. Any claim arising from the difference in the mean high water line of the Boise River and the meander line as shown by the Government Survey.
14. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
15. Any adverse claim based upon the assertion that:
 - a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
16. Any question that may arise due to the shifting and changing in the course of the Boise River.
17. That portion of the property, if any, included within the description to be insured herein, which was acquired or may be hereafter acquired by virtue or avulsion or the artificial alteration of the course of a stream or river, or lands that may have been lost by sudden artificial alteration in the course of a stream or river prior to the Boise River.
18. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 17, 1879 in Book 1 of Patents, at Page 176, records of Ada County, Idaho.
(Affects Parcel II)

19. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded September 21, 1886 in Book 2 of Patents, at Page 48, records of Ada County, Idaho.
(Affects Parcel II)

20. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 19, 1889 in Book 2 of Patents, at Page 170, records of Ada County, Idaho.
(Affects Parcel II)

21. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 19, 1889 in Book 2 of Patents, at Page 171, records of Ada County, Idaho.
(Affects Parcel II)

22. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 19, 1889 in Book 2 of Patents, at Page 173, records of Ada County, Idaho.
(Affects Parcels I and III)

23. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: The Mountain States Telephone and Telegraph Company
Purpose: Public Utilities
Recorded: July 9, 1936
Instrument No.: 171059
Book 14 of Miscellaneous Records at Page 628, records of Ada County, Idaho.
(Affects All Parcels)

NOTE: The exact location and extent of said easement is not disclosed of record.

24. Conditions, restrictions, and access rights contained in a Right of Way Deed in favor of the State of Idaho.
Recorded: October 8, 1938
Instrument No.: 186269
Book 231 of Deeds at Page 475, records of Ada County, Idaho.
(Affects Parcels I and III)

25. Conditions, restrictions, and access rights contained in a Right of Way Deed in favor of the State of Idaho.
Recorded: September 29, 1941
Instrument No.: 207704
Book 252 of Deeds at Page 165, records of Ada County, Idaho.
(Affects Parcels I and III)

26. Conditions, restrictions, and access rights contained in a Highway Right of Way Deed in favor of the State of Idaho.
Recorded: January 12, 1943
Instrument No.: 216349
Book 259 of Deeds at Page 179, records of Ada County, Idaho.
(Affects Parcels I and III)

27. An easement for the purpose shown below and rights incidental thereto as set forth in a Ditch Easement.
Granted to: State of Idaho
Purpose: ingress and egress and construction of a small irrigation ditch
Recorded: December 23, 1941
Instrument No.: 209519
Book 17 of Miscellaneous Records at Page 623, records of Ada County, Idaho.
(Affects Parcels I and III)

File Number: 20354209
Policy Number: 2470-O-20354209

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

28. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: January 9, 1961
Instrument No.: 494735
Book 43 of Miscellaneous Records at Page 311, records of Ada County, Idaho.
(Affects Parcels I, II and III)

NOTE: The exact location and extent of said easement is not disclosed of record.

29. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: August 17, 1962
Instrument No.: 535579
Book 46 of Miscellaneous Records at Page 556, records of Ada County, Idaho.
(Affects All Parcels)

NOTE: The exact location and extent of said easement is not disclosed of record.

30. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Granted to: City of Boise City, a municipal corporation
Purpose: locating, establishing, constructing, maintaining, repairing and operating underground sewer lines and mains together with the right to excavate and refill ditches and/or trenches for the location of said sewer lines or mains
Recorded: August 14, 1975
Instrument No.: 7523564, records of Ada County, Idaho.
(Affects Parcels I and III)

31. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Granted to: City of Boise City, a municipal corporation
Purpose: locating, establishing, constructing, maintaining, repairing and operating underground sewer lines and mains together with the right to excavate and refill ditches and/or trenches for the location of said sewer lines or mains
Recorded: February 6, 1976
Instrument No.: 7604602, records of Ada County, Idaho.
(Affects Parcels I and III)

32. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 455 recorded April 12, 1985 as Instrument No. 8317277, records of Ada County, Idaho.
(Affects Parcels I and III)

33. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Granted to: City of Boise City, a municipal corporation
Purpose: locating, establishing, constructing, maintaining, repairing and operating underground sewer lines and mains together with the right to excavate and refill ditches and/or trenches for the location of said sewer lines or mains
Recorded: May 24, 1983
Instrument No.: 8325115, records of Ada County, Idaho.
(Affects Parcels I and III)

34. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 1952 recorded September 12, 1991 as Instrument No. 9150910, records of Ada County, Idaho.
(Affects Parcel II)

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 3332 recorded September 27, 1995 as Instrument No. 95070403, records of Ada County, Idaho.
(Affects Parcel II)

File Number: 20354209
Policy Number: 2470-O-20354209

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

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 4784 recorded November 1, 1999 as Instrument No. 99106577, records of Ada County, Idaho.
(Affects Parcel II)

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 4894 recorded February 18, 2000 as Instrument No. 100012612, records of Ada County, Idaho.
(Affects Parcel II)

35. Terms and provisions contained in a Disclaimer of Interest to the State of Idaho.
Recorded: May 12, 2000
Instrument No.: 100036165, records of Ada County, Idaho.
(Affects Parcel II)

36. Terms and provisions contained in a Disclaimer of Interest No. 163.
Recorded: May 12, 2000
Instrument No.: 100036166, records of Ada County, Idaho.
(Affects Parcel II)

37. An easement for the purpose shown below and rights incidental thereto as set forth in an Acquired Easement No. 542.
Granted to: Ada County
Purpose: greenbelt easement which can be a paved path for pedestrian, equestrian, and other non-motorized access
Recorded: June 15, 2000
Instrument No.: 100046552, records of Ada County, Idaho.
(Affects Parcel II)

Assignment and Assumption of Acquired Easement No. 542.
Assignor: Ada County
Assignee: Foundation for Ada/Canyon Trail Systems, Inc.
Recorded: August 4, 2010
Instrument No.: 110071924, records of Ada County, Idaho.

Terms and provisions contained in Resolution No. 2151, Resolution Accepting Assignment of Greenbelt Easements from Foundation for Ada/Canyon Trail Systems, Inc. to Ada County.
Recorded: September 23, 2016
Instrument No.: 2016-090688, records of Ada County, Idaho.

38. An unrecorded lease with certain terms, covenants, conditions, options, and provisions set forth therein.
Lessor: The DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership
Lessee: Mike's Sand & Gravel, Inc., an Idaho corporation
Disclosed by: Memorandum of Lease
Recorded: September 5, 2003
Instrument No.: 103151763, records of Ada County, Idaho.
(Affects All Parcels)

NOTE: The Company was unable to locate a recorded termination of lease.

39. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: April 1, 2013
Instrument No.: 113034642, records of Ada County, Idaho.
(Affects Parcel II)

File Number: 20354209
Policy Number: 2470-O-20354209

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

40. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.

Granted to: Thurman Mill Ditch Company

Purpose: right of way along the Thurman Mill Ditch to deliver, convey and drain irrigation and drainage water, to operate, clean, maintain and repair said ditch and to access

Recorded: August 24, 2015

Instrument No.: 2015-078253, records of Ada County, Idaho.

(Affects All Parcels)

41. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 11022 recorded August 11, 2017 as Instrument No. 2017-074624, records of Ada County, Idaho.

(Affects Parcels I and III)

SCHEDULE C
Legal Description

Parcel I:

The Northwest quarter of the Northwest quarter of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying Northerly of the right of way for U.S. Highway 20, also known as Chinden Boulevard.

Except that portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed recorded October 12, 2004 as Instrument No(s). 104130558 and 104130559, records of Ada County, Idaho.

Further Excepting therefrom that portion of the above described property which is more particularly described as follows:

One acre of land as shown on Record of Survey No. 455, No. 8317277, records of Ada County, Idaho and described as follows:

Starting at Northwest corner of Section 26, Range 4 North, 1 East marked by a monument brass cap, then South 33°05'45" East, 1227.21 feet to a set 1/2-inch iron pin, the Real Place of Beginning; thence South 67°25'29" East, 208.71 feet to an iron pin 1/2-inch; thence South 15°34'31" West, 210.30 feet to an iron pin 1/2-inch; thence North 67°25'29" West, 208.71 feet to an iron pin 1/2-inch; thence North 15°34'31" East, 210.30 feet to an iron pin which is the Real Place of Beginning.

Parcel II:

A parcel of land being all of U.S. Government Lot 9, and portions of U.S. Government Lots 6, 7, 8, and 10, all being located in the Northwest quarter, and in the South half of Section 23, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the section corner common to Sections 22, 23, 26, and 27, Township 4 North, Range 1 East, also being the Real Point of Beginning; thence, along the section line common to said Sections 23 and 26 South 89°38'16" East 1321.65 feet to an aluminum cap marking the West 1/16 corner common to said Sections 23 and 26; thence, leaving said section line, and along the West 1/16 section line of said Section 23 North 0°38'27" East 1495.30 feet to an iron pin on an existing East-West fence line; thence, leaving said West 1/16 section line, and along said East-West fence line South 82°11'49" East 256.56 feet to an iron pin; thence North 71°58'35" East 472.84 feet to an iron pin; thence South 84°19'51" East 125.52 feet to an iron pin; thence North 69°20'16" East 98.36 feet to an iron pin; thence North 82°41'11" East 85.34 feet to an iron pin; thence South 63°03'04" East 331.08 feet to an iron pin; thence South 72°22'44" East 119.01 feet to an iron pin; thence South 80°28'36" East 77.13 feet to an iron pin; thence South 87°32'46" East 168.23 feet to an iron pin; thence South 69°26'19" East 227.89 feet to an iron pin; thence South 77°24'54" East 123.58 feet to an iron pin; thence South 81°16'52" East 210.97 feet to an iron pin; thence North 89°59'30" East 204.00 feet to an iron pin; thence South 74°15'16" East 160.37 feet to an iron pin; thence, leaving said East-West fence line North 18°24'28" East 54.90 feet to an iron pin at the existing ordinary high water line of the South bank of the South Channel of the Boise River; thence, meandering along said existing ordinary high water line North 22°56'11" West 161.63 feet to a point; thence North 60°59'47" West 296.73 feet to a point; thence North 49°21'33" West 166.93 feet to a point; thence North 51°13'06" West 101.90 feet to a point; thence North 30°01'02" West 52.29 feet to a point; thence North 51°33'43" West 93.46 feet to a point; thence North 53°52'03" West 135.43 feet to a point; thence North 41°00'20" West 115.02 feet to a point; thence North 51°16'22" West 76.47 feet to a point; thence

File Number: 20354209
Policy Number: 2470-O-20354209

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

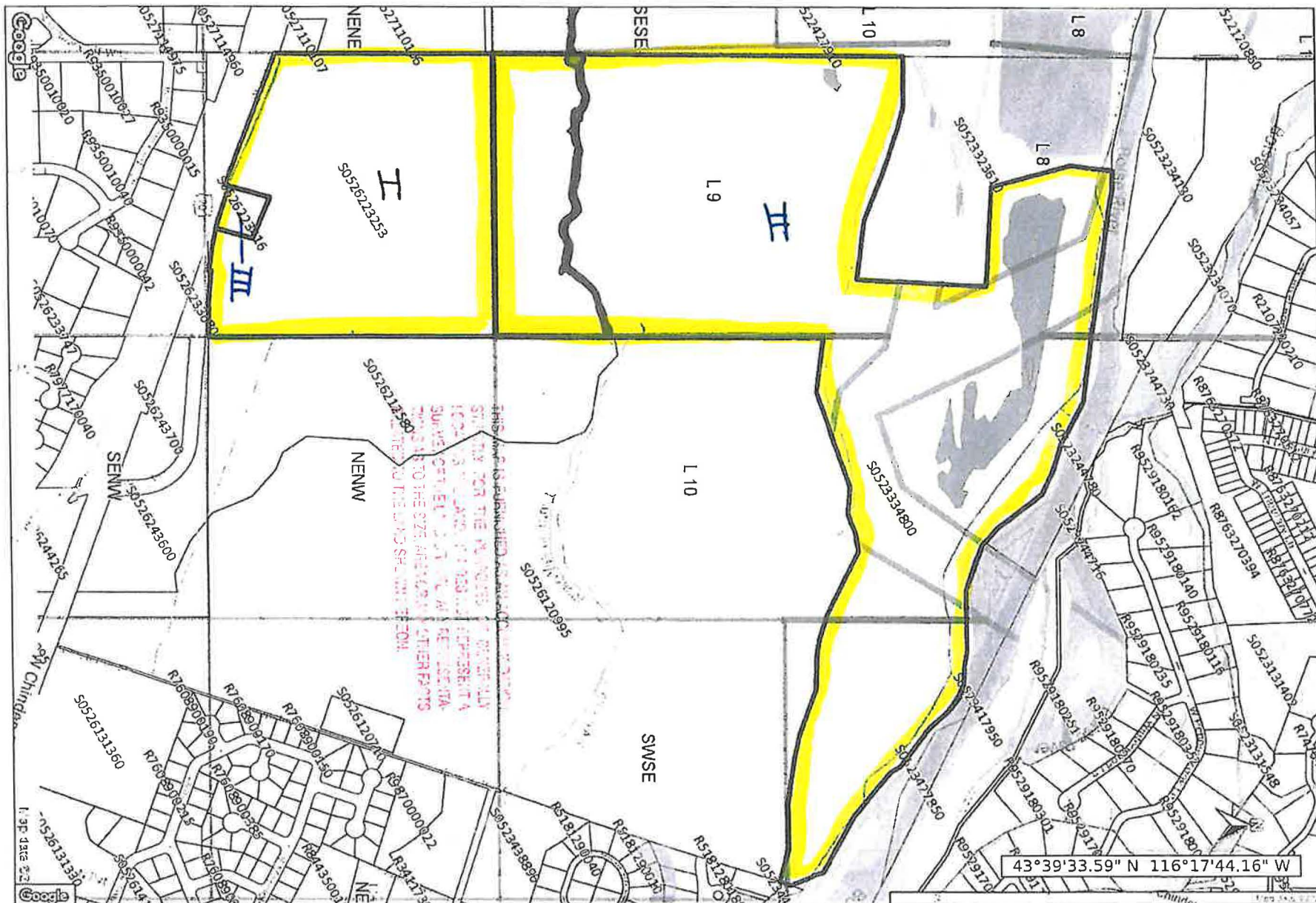
North 68°43'23" West 68.70 feet to a point; thence
North 84°48'22" West 103.25 feet to a point; thence
North 78°50'05" West 61.93 feet to a point; thence
South 89°51'16" West 286.35 feet to a point; thence
North 69°45'47" West 227.64 feet to a point; thence
North 47°03'51" West 114.15 feet to a point; thence
North 36°55'42" West 250.78 feet to a point; thence
North 64°34'42" West 126.02 feet to a point; thence
North 72°57'45" West 131.09 feet to a point; thence
North 62°25'07" West 143.23 feet to a point; thence
North 62°06'53" West 80.26 feet to a point; thence
North 82°04'01" West 294.03 feet to an iron pin on the West 1/16 section line of said Section 23; thence, leaving said West 1/16 section line and continuing along said existing ordinary high water line
North 81°23'58" West 582.55 feet to a point; thence
North 79°49'20" West 130.34 feet to a point; thence
North 88°58'35" West 90.67 feet to an iron pin on an existing North-South fence line; thence, leaving said existing ordinary high water line and along said North-South fence line
South 7°31'29" West 193.87 feet to an iron pin; thence
South 15°17'58" East 374.76 feet to an iron pin; thence
South 85°57'20" East 468.43 feet to an iron pin; thence
South 3°18'45" West 596.26 feet to an iron pin; thence, leaving said North-South fence line
North 82°15'24" West 277.21 feet to an iron pin; thence
North 72°56'32" West 71.35 feet to an iron pin; thence
North 66°25'54" West 155.18 feet to an iron pin; thence
North 70°43'20" West 233.03 feet to an iron pin; thence
North 74°56'46" West 105.23 feet to an iron pin; thence
North 88°59'38" West 236.11 feet to an iron pin on the section line common to said Sections 22 and 23; thence, along said section line
South 0°37'56" West 548.30 feet to an aluminum cap marking the South 1/16 corner common to said Sections 22 and 23; thence, continuing along said section line
South 0°37'56" West 1328.05 feet to the Real Point of Beginning.

Except that portion disclaimed to the State of Idaho as disclosed in Disclaimer of Interest, recorded May 12, 2000, as Instrument No. 100036165, records of Ada County, Idaho.

Parcel III:

One acre of land as shown on Record of Survey No. 455, No. 8317277, records of Ada County, Idaho and described as follows:

Starting at Northwest corner of Section 26, Range 4 North, 1 East marked by a monument brass cap, then South 33°05'45" East, 1227.21 feet to a set 1/2-inch iron pin, the Real Place of Beginning; thence
South 67°25'29" East, 208.71 feet to an iron pin 1/2-inch; thence
South 15°34'31" West, 210.30 feet to an iron pin 1/2-inch; thence
North 67°25'29" West, 208.71 feet to an iron pin 1/2-inch; thence
North 15°34'31" East, 210.30 feet to an iron pin which is the Real Place of Beginning.





TitleOne
a title & escrow co.

POLICY WRITE-UP INSTRUCTIONS

ORDER NUMBER: 20354209
ESCROW OFFICER: Scott Darling
TITLE OFFICER: Joseph Gropp
DISBURSEMENT DATE: May 15, 2020
BUYER/BORROWER: Joplin Lake LLC, an Idaho limited liability company

DOCUMENTS ENCLOSED FOR RECORDING:

- ☐ Power of Attorney
- ☒ Deed (2)
- ☐ Quitclaim Deed
- ☐ 1st Deed of Trust/Mortgage
- ☐ 2nd Deed of Trust/Mortgage—Subordination Agreement/Language Completed?
- ☐ 2nd Deed of Trust/Mortgage – ACCOMODATION ONLY
- ☐ Other:
- ☐ Other:

EXCEPTIONS PAID CURRENT OR REMOVED/RELEASED

Assessments to Show "Paid Current" on title policy: All

Exceptions to be Removed and/or Paid through Closing and Reason: Remove Mtg from exception 42-Getting Satisfaction

Property Taxes Paid Since Commitment:

- | | |
|---|--|
| ☐ 1st half 2019 | ☐ 1st half 2020 |
| ☒ 2nd half 2019 | ☐ 2nd half 2020 |
| ☐ None | ☐ Other: |

POLICIES TO BE ISSUED:

X ALTA Owners Policy (6/17/06) *Standard Coverage*
Proposed Insured:
Joplin Lake LLC, an Idaho limited liability company
Endorsements: None Requested
Credit Applied to Owners Policy:
CoverageOne or *Extended* Portion of Premium:

Policy Amount: \$2,310,000.00
Premium: \$5,675.00
Charge: \$0.00

UNDERWRITER: Title Resources Guaranty Company

*remove Mtg
from Lease Except.*

OK

PARTNERSHIP RESOLUTION

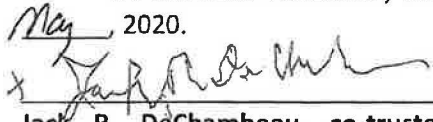
KROMREI FAMILY LIMITED PARTNERSHIP

The undersigned, being the General Partner of **KROMREI FAMILY LIMITED PARTNERSHIP**, an Idaho partnership (the "Partnership"), do hereby adopt the following resolutions:

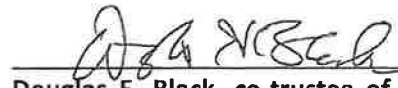
RESOLVED, that Douglas E. Black, in his capacity as co-trustee of the general partner of the Partnership, the Kromrei Family Trust, is hereby authorized on behalf of the Partnership to:

1. Execute any agreements or documents and do any and all things necessary and incidental to effectuate the closing of the sale of the real property described on **Exhibit A** ("the Property") to Matt Guho and/or assigns, LLC; including but not limited to, on behalf of the Partnership, signing the Purchase and Sale Agreement with (the "PSA"), executing any and all documents required for the transfer of assets and closing of all transactions contemplated by the PSA or required by the title company handling the closing, representing the Partnership in any and all negotiations with respect to such PSA, assigning any rights under the PSA, accepting an assignment of any rights under the PSA, and following the closing the of the purchase of the property representing the Partnership with all respects with any utility company, governmental entity, or taxing authority.

IN WITNESS WHEREOF, the foregoing Resolution was executed effective as of the 13th of May, 2020.



Jack R. DeChambeau, co-trustee of the
general partner, the Kromrei Family Trust



Douglas E. Black, co-trustee of the Kromrei
Family Trust

Order No: 20354209

OWNER'S AFFIDAVIT

The undersigned hereby certifies/certify to **TitleOne** ("Title Company"), as follows:

1. **The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership and Jack R. DeChambeau and The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031**, (herein referred to as "Owner") owns fee simple title to that certain real property (the "Property"), located in **Ada County, Idaho** and identified as the land to be insured under Commitment no. **20354209** (the "Commitment"), issued by the Title Company.

2. Owner is a/an **partnership** duly organized and validly existing under the laws of **Idaho** and is in good standing to business in the state where the Property is located. Owner has taken all necessary action, and has full power and authority to execute and deliver this Certificate and all of the instruments that are to be recorded and insured in connection with the transaction contemplated under the Commitment.

3. Except as disclosed by the Commitment, there are no leases, tenancies, or any claims or interests based on possession of the Property, except:

Tenant Lease

If none, check here ☐

4. Except as disclosed by the Commitment, there are no rights of first refusal binding the property or options to purchase the Property, or any part thereof or interest therein, except:

If none, check here ☒

5. Except as disclosed by the Commitment, there are no deeds, mortgages (or other security interests), easements, contracts, covenants, or servitudes affecting the Property or any part thereof or interest therein, except:

If none, check here ☒

6. No labor or materials have been furnished to the Property for improvements authorized or contracted for by or on behalf of Owner within the last 120 days, nor have any contracts been entered into for such improvements AND there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed, except:

If none, check here ☒

7. Subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or federal tax liens recorded in **Ada**

Dated: 5-15-20

The DeChambeau Family Limited Partnership, an Idaho limited partnership

By: Jack R. DeChambeau
Jack R. DeChambeau, General Partner
by Bart DeChambeau, his attorney in fact

Kromrei Family Limited Partnership, an Idaho limited partnership

By: The Kromrei Family Trust, Its General Partner

By: 
Douglas Black, Authorized Signer

Jack R. DeChambeau by Bart DeChambeau,
his attorney in fact

The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031

By: 
Douglas E. Black, Personal Representative

ACKNOWLEDGMENT:

State of Idaho)
County of Ada) ss:

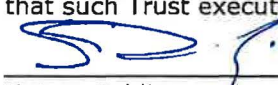
On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bart DeChambeau, known to me to be the attorney in fact for Jack R. DeChambeau, known or identified to me to be the person whose name is subscribed to the within instrument, as the General Partner of The DeChambeau Family Limited Partnership, the partnership that executed the within instrument and acknowledged to me that he executed the same as Attorney of Fact for said Partnership and that such Partnership executed it.

Notary Public _____ Residing at: Boise, ID
Commission Expires: _____ Commission expires: 11/28/2025
Resides: _____

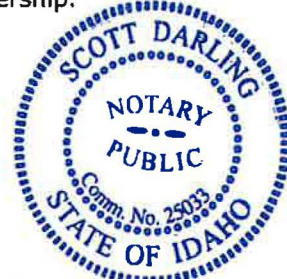


State of Idaho)
) ss:
County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Black, known or identified to me to be the person whose name is subscribed to the within instrument, as Authorized Signer of The Kromrei Family Trust, said Trust known to me to be the General Partner of Kromrei Family Limited Patnership and acknowledged to me that he executed the same as Authorized Signer and that such Trust executed it as the General Partner of the limited partnership.



Notary Public
Commission Expires _____
Residing at: Boise, ID
Commission expires: 11/28/2025



State of Idaho, County of Ada, ss.

On this 15th day of May in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bart DeChambeau, known or identified to me to be the person whose name is subscribed to the within instrument, as the attorney-in-fact of Jack R. DeChambeau and acknowledged to me that he/she subscribed the name of Jack R. DeChambeau thereto as Principal, and his/her own name as Attorney-In-Fact.

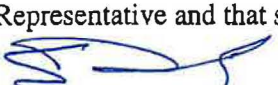


Notary Public
Residing in: _____
My Commission Expires: _____
(seal)
Residing at: Boise, ID
Commission expires: 11/28/2025

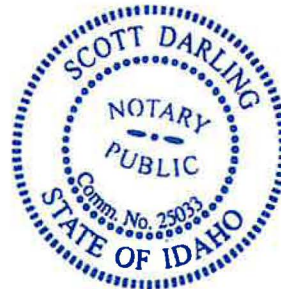


State of Idaho)
) ss:
County of Ada)

On this 15th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas E. Black, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Colleen Mae Kromrei and acknowledged to me that he/she/they executed the same as Personal Representative and that such Estate executed it.



Notary Public
Commission Expires _____
Residing at: Boise, ID
Commission expires: 11/28/2025



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Joplin Lake LLC, an Idaho limited liability company
The DeChambeau Family Limited Partnership, an Idaho limited partnership and Kromrei Family Limited Partnership, an Idaho limited partnership and Jack R. DeChambeau and The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031

Property: 10322 W Joplin Road, Garden City, ID 83714
10330 W Joplin Road, Garden City, ID 83714
NNA W Joplin Road, Garden City, ID 83714

From: TitleOne Date: 5/14/2020

File Number: 20354209

Thank you for contacting TitleOne (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. The majority owner of Agent is also the one hundred percent owner of Title Resources Guaranty Company. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

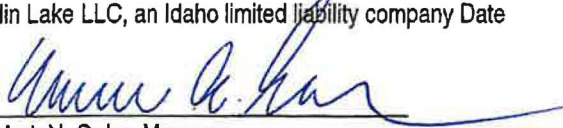
COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company	Title Insurance Premium	<u>Owners Policy</u> (charges based on policy amount): \$50,000 - \$100,000 \$462 - \$666 \$100,001 - \$300,000 \$666 - \$1,326 \$300,001 - \$500,000 \$1,326 - \$1,822 \$500,001 - \$1,000,000 \$1,822 - \$3,062 \$1,000,001 - \$5,000,000 \$3,062 - \$11,862

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form, and understand that Agent is referring me/us to use the above-described underwriter and may receive a financial or other benefit as the result of this referral.

Buyer/Borrower(s)

Joplin Lake LLC, an Idaho limited liability company Date

By: 

Mark N. Guho, Manager

Seller(s)

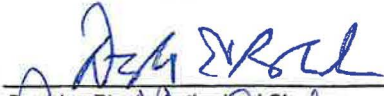
The DeChambeau Family Limited Partnership, an Idaho limited partnership

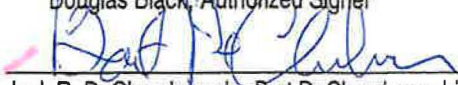
By: 

Jack R. DeChambeau, General Partner
by Bart DeChambeau, his attorney in fact

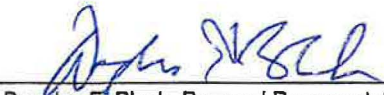
Kromrei Family Limited Partnership, an Idaho limited partnership Date

By: The Kromrei Family Trust, Its General Partner

By: 
Douglas Black, Authorized Signer


Jack R. DeChambeau by Bart DeChambeau, his attorney in fact

The Estate of Colleen Mae Kromrei, Deceased, by Douglas E. Black as Personal Representative under Case No. CV-IE-2011-2031

By: 
Douglas E. Black, Personal Representative

**DURABLE GENERAL POWER OF ATTORNEY
OF JACK R. DECHAMBEAU**

I, JACK R. DECHAMBEAU, a resident of Boise, Ada County, Idaho, designate and appoint BART DECHAMBEAU as my attorney in fact and agent (subsequently called "agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1) General Grant of Power. My agent shall have power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument, unless otherwise stated herein. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute, and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this durable general power of attorney.

2) Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

(a) Power to Acquire and Sell. My agent shall have the power and authority to acquire, purchase, exchange, grant options, and sell, assign, release, convey, mortgage, hypothecate, lease, accept, and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper and to sign, seal, execute, deliver, and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements, and related forms, exchange agreements, bills, bonds, notes, receipts, releases, and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

(b) Borrowing and Banking Powers. My agent shall have the power and authority to borrow moneys on my behalf and to sign, seal, execute, deliver, and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. My agent shall have the power and authority to make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.



TitleOne
a title & escrow co.

Satisfaction of Mortgage

Know all men by these presents, that D.L. Evans Bank formerly known as Idaho Banking Company does hereby certify and declare that a certain mortgage, bearing the date of 9/4/2003, made and executed by Matzdorff Resources, LLC, an Idaho limited liability company, the party of the first part therein, to D.L. Evans Bank formerly known as Idaho Banking Company, the party of the second part therein, recorded in the office of the County Recorder of Ada, State of Idaho, on the date of 9/5/2003, as Instrument No. 103151767, together with the debt thereby secured, is fully paid, satisfied and discharged.

In witness whereof, the undersigned do/does hereby set their hand and seal, this day of May 15th, 2020.

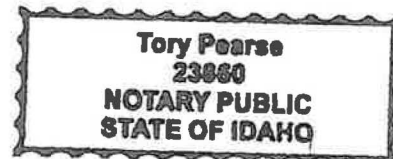
D.L. Evans Bank formerly known as Idaho Banking Company

By: David E Short
Name: David E Short
Its: Vice President

State of Idaho, County of Ada, ss.

On this 15 day of May in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared David E Short known or identified to me to be the Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Tory Pearce, Notary Public
Residing at: 1890 W Main St. Boise Id.
My Commission Expires: 12/28/2025
(seal)



TitleOne: Commercial
 1101 W. River Street, Suite 201
 Boise, ID 83702
 (208) 424-8511

File Number: **20354209**
 Sales Price: **\$2,310,000.00**
 Close Date: **5/15/2020**
 Disbursement Date: **5/15/2020**
 Date Prepared: **5/14/2020 1:03:10 PM**

BUYER(S) CLOSING STATEMENT

Type: **Commercial**
 Property: **10322 W JOPLIN ROAD**
GARDEN CITY, ID 83714 (ADA)
(S0526223416)

10330 W JOPLIN ROAD
GARDEN CITY, ID 83714 (ADA)
(S0526223253)

NNA W JOPLIN ROAD
GARDEN CITY, ID 83714 (ADA)
(S0523334800)

Buyer(s): **JOPLIN LAKE LLC, AN IDAHO LIMITED LIABILITY COMPANY**
8707 W. State St., Suite D
Garden City, ID 83714

Seller(s): **THE DECHAMBEAU FAMILY LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP**
8945 Arden Ct.
Middleton, ID 83644

KROMREI FAMILY LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP
8945 Arden Ct.
Middleton, ID 83644

JACK R. DECHAMBEAU
8945 Arden Ct.
Middleton, ID 83644

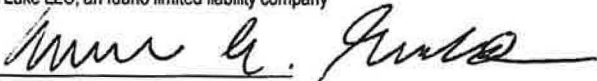
THE ESTATE OF COLLEEN MAE KROMREI, DECEASED, BY DOUGLAS E. BLACK AS PERSONAL REPRESENTATIVE UNDER CASE NO. CV-IE-2011-2031
8945 Arden Ct.
Middleton, ID 83644

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Contract sales price		\$2,310,000.00	
Earnest Money			\$50,000.00
Prorations			
Prorata Irrigation 5/15/2020 to 1/1/2021 @ \$4,400.00/Year		\$2,777.05	
County taxes 1/1/2020 to 5/15/2020 @ \$1,603.74/Year			\$591.54
County taxes 1/1/2020 to 5/15/2020 @ \$2,000.30/Year			\$737.82
County taxes 1/1/2020 to 5/15/2020 @ \$12,222.58/Year			\$4,508.33
Title Charges			
Settlement or Closing Fee to TitleOne \$1,000.00		\$500.00	
Government Recording and Transfer Charges			

APPROVED AND ACCEPTED

BUYER(S)

Joplin Lake LLC, an Idaho limited liability company

By: 
Mark N. Guho, Manager

SETTLEMENT COORDINATOR


Scott Darling



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 12, 2024

JOPLIN LAKE LLC
11450 JOPLIN RD
BOISE ID 83714-1001

Re: Change in Ownership for Water Right No(s): **63-34666**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)



RECEIVED

Jun 06, 2024

DEPARTMENT OF
WATER RESOURCES

1101 W. River Street, Suite 201
Boise, ID 83702
Ph. (208)424-8511
Fx. (866) 638-6981
www.titleonecorp.com

May 29, 2020

**DELIVER TO: Mark Guho
Joplin Lake LLC
8707 W State Street, Suite D
Garden City, ID 86714**

Thank you for choosing TitleOne for your title insurance needs. Enclosed you will find the following:

**Owner's Policy of Title Insurance
Original Recorded Warranty Deed (x2)
Order No. 20354209**

If you have any questions regarding the closing, your Escrow Officer is Scott Darling, (208)287-5300. Should you have any questions regarding this title policy, your Title Officer is Joseph Gropp, (208) 947-1538.

Hersley, Jean

From: MJ <MJ@mguho.com>
Sent: Thursday, June 6, 2024 2:44 PM
To: IDWR File
Subject: Warranty Deed - Water right
Attachments: Revised E-Commment.pdf

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

Debra,

Attached is the warranty deed for Joplin Lake LLC in regards to Water Right 63-34666.

Sincerely,

Mark J. Guho
ACCOUNT MANAGER
MARK GUHO CONSTRUCTION COMPANY
PO Box 140718
Garden City, ID 83714
208-375-7475 (O)
208-850-2739 (C)
WWW.MGUHO.COM



MARK GUHO CONSTRUCTION COMPANY DOES NOT ACCEPT OR SEND WIRE TRANSFERS/ACH PAYMENTS.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 07, 2024

JOPLIN LAKE LLC
11450 JOPLIN RD
BOISE ID 83714-1001

RE: Change in Ownership for Water Permit No(s): **63-34666**

Dear Interested Parties:

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

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

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

During our review of the documentation you submitted we found that we will need additional documentation to proceed with your change. The Department received a Buyers Closing Statement with your notice, this is not an acceptable supporting document for ownership changes. The documentation may be in the form of a deed, court decree or other conveyance document.

Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

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 fees 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)287-4800.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Thursday, June 6, 2024 2:29 PM
To: 'mj@mguho.com'
Subject: Received Change in Water Right Ownership, 63-34666
Attachments: Joplin Lake LLC - Regarding Received Change in Water right Ownership.pdf

Hello,

Please see the attached letter regarding your received Notice of Change in Water Right Ownership. This letter is also being mailed via USPS per Department procedure.

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

I cannot receive documents through this email, but feel free to reply with any questions regarding your change in ownership. You may also reach me at (208)287-4921.

Thank you,

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