

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 04 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN REGION

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. WD 746

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-15976 <u>OK</u>	Yes ☒ <u>No Split</u>	Yes ☐		Yes ☐	Yes ☐
74-10081 <u>OK</u>	Yes ☒ <u>No Split</u>	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: The Bank of Commerce
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Split River Ranch LLC Spiro Daskalos
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or

126 Cassia Way #100
Mailing address

Henderson Nv. 89014
City State Zip

702-400-3808
Telephone

Spiro@absnevada.com
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 3/1/25
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] Managing Member / sole owner 4-26-26
Signature of new owner/claimant Title, if applicable Date
Spiro Daskalos
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date
Print name

Received by M. Petts Date 5-4-26 For IDWR Office Use Only: Receipt No. E051613 Receipt Amt. 250.00
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 [Signature] Processed by MP Date 5/5/2026



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 681822

FOR VALUE RECEIVED

The Bank of Commerce Trustee FBO Clayne A. Hanson IRA

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

Split River Ranch, LLC

whose current address is

**126 Cassia Way #100
Henderson, NV 89014**

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

A parcel of land located in Sections 9 and 10, T. 20 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows.

Beginning at the S 1/4 Corner of said Section 10 from which the SW Corner of said section bears S 89°40'49" W a distance of 2664.76 ft., the Basis Of Bearing of this description, run thence S 89°40'49" W along the southerly boundary of said Section 10 a distance of 1320.50 ft. to the SE Corner of Government Lot 4 of said section;

Thence N 00°05'59" W along the easterly boundary of Government Lot 3 and 4 of said section a distance of 2131.12 ft.;

Thence N 88°07'07" W a distance of 718.41 ft.;

Thence N 17°54'02" W a distance of 250.77 ft.;

Thence S 72°07'25" W a distance of 990.50 ft.;

Thence S 02°09'46" W a distance of 130.95 ft. to a point on the centerline of Sandy Creek Road;

Thence the following courses and distances along said centerline:

N 81°11'56" W 60.35 ft.; S 83°08'50" W 94.23 ft.;

S 71°59'57" W 182.42 ft.; S 76°33'04" W 134.17 ft.;

S 86°05'41" W 110.95 ft.; N 87°35'54" W 56.79 ft.;

Thence N 00°42'18" E along the easterly boundary of the 4.791 acre parcel shown on Record Of Survey (R.O.S.) Inst. No. 188362 a distance of 684.32 ft.;

Thence continuing along said R.O.S. N 06°04'14" W a distance of 86.20 ft. to a point on the southerly boundary of the 80.18 acre parcel shown on R.O.S. Inst. No. 235924;

Thence S 89°34'43" E along said boundary a distance of 1036.70 ft. to the W 1/4 Corner of said Section 10;

Thence N 89°43'36" E along the E-W centerline of said section a distance of 3970.71 ft. to the NE Corner of the W1/2SE1/4 of said section;

Thence S 00°06'45" E along the easterly boundary of said W1/2SE1/4 a distance of 2631.63 ft. to the SE Corner of said W1/2SE1/4;

Thence S 89°44'25" W along the southerly boundary of said W1/2SE1/4 a distance of 1320.29 ft. to the POINT OF BEGINNING.

LESS THE CEMETERY PARCEL: More particularly described as follows.

Commencing at the S 1/4 Corner of said Section 10 from which the SW Corner of said section bears S 89°40'49" W a distance of 2664.76 ft., the Basis Of Bearing of this description, run thence N 11°22'43" E a distance of 344.52 ft. to the POINT OF BEGINNING of the cemetery parcel;

Thence the following courses and distances around said cemetery parcel:

N 25°46'42" W 190.00 ft.; N 62°04'32" E 199.36 ft.;

S 25°54'56" E 190.00 ft.; S 62°04'49" W 199.82 ft. to the POINT OF BEGINNING.

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

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 4, 2025

The Bank of Commerce Trustee FBO Clayne A. Hanson IRA

Janet Gallup
By: Janet Gallup, Trust Officer

State of Idaho}ss.
County of Bonneville}

On this 1 day of April, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Janet Gallup known to me to be the Trust Officer of the The Bank of Commerce Trustee FBO Layne A Hanson IRA, and that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name and acknowledged that he/she/they executed the same.

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

Natalie J. Pet
Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 1-21-2031

NATALIE PETERSEN
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20250092
MY COMMISSION EXPIRES 1-21-2031

RECEIVED

MAY 04 2026

DEPT. OF WATER RESOURCES
EASTERN REGION



Split River Ranch, LLC

Date: April 28, 2025

Order No.: 681822

126 Cassia Way #100
Henderson, NV 89014

Dear Valued Customer(s),

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

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

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

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

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

Sincerely,

Manuela McVey

Title Officer
Alliance Title & Escrow, LLC
3240 S Woodruff Ave., Idaho Falls, ID 83404
Phone (208) 524-5600 Fax (208) 524-1977
Enclosure(s)

Yes, it matters where you close.



ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number OY-8383717

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

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

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

Countersigned:

Manuela McVey

Authorized Signature

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

C. Monroe

President

Attest

David Wold

Secretary

Howdy!

I am reaching out to you because IDWR has had trouble with their mailings that they do with regards to the 74G Sandy Creek Water District. This is occurring because either the ownership or the mailing address needs to be updated in their files. I am including the paperwork that would make the necessary adjustment possible for the water rights overseen by the 74G District. However, this may not cover all water rights associated with your property (like wells & etc), so you may need to make changes to the included paperwork after doing some homework.

You can find more information or assistance by contacting IDWR.

Website: <https://idwr.idaho.gov/>

Eastern Regional Office

[900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718](#)

- o Phone: [\(208\) 525-7161](#)
- o Fax: [\(208\) 525-7177](#)
- o easterninfo@idwr.idaho.gov

Salmon Field Office

[1301 MAIN STREET, STE 10, SALMON ID 83467-4453](#)

- o Phone: [\(208\) 742-0658](#)
- o Fax: [\(208\) 287-6700](#)

Sincerely,

Kimberly McConnaghy

74G Water District Secretary

- a. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - b. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land..
- 5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - a. the character, dimensions, or location of an improvement on the Land;
 - b. the subdivision of the Land; or
 - c. environmental remediation or protection on the Land.
- 6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
- 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - a. the taking occurred and is binding on a purchaser for value without Knowledge.
- 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
- 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - i. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - i. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

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

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

CONDITIONS

1. DEFINITION OF TERMS

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

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

g. "Insured":

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

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

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

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

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

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

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

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

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

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

18. CONTINUATION OF COVERAGE

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

- a. retains an estate or interest in the Land;
 - a. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - b. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.
- Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

19. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

- a. any litigation or other matter for which the Company may be liable under this policy; or
- a. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

20. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or

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

21. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- a. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- b. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

22. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

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

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- i. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

- a. *To Pay or Tender Payment of the Amount of Insurance*

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

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

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

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- i. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

24. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

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

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

25. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

26. REDUCTION OR TERMINATION OF INSURANCE

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

27. LIABILITY NONCUMULATIVE

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

28. PAYMENT OF LOSS

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

within 30 days.

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

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

30. POLICY ENTIRE CONTRACT

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

31. SEVERABILITY

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

32. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

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

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

a. *Choice of Forum*

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

33. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

34. CLASS ACTION

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

35. ARBITRATION

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

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

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

ISSUED BY

Old Republic National Title Insurance Company

Issuing Agent: Alliance Title & Escrow, LLC

Issuing Office: 3240 S Woodruff Ave., Idaho Falls, ID 83404

Issuing Office's ALTA® Registry ID:

Issuing Office File Number: 681822

Property Address: NKA E Sandy Creek Road, Salmon, ID 83467

Name and Address of Title Insurance Company:

Old Republic National Title Insurance Company
PO Box 877
West Jordan, UT 84084-0877

File Number: 681822

Policy Number: OY-8383717

Amount of Insurance: \$775,000.00

Premium: \$2,494.00

Date of Policy: April 9, 2025 4:25PM

1. The Insured is:

Split River Ranch, LLC

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

FEE SIMPLE

3. The Title is vested in:

Split River Ranch, LLC

4. The Land is described as follows:

Parcel I:

A parcel of land located in Sections 9 and 10, T. 20 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows.

Beginning at the S 1/4 Corner of said Section 10 from which the SW Corner of said section bears S 89°40'49" W a distance of 2664.76 ft., the Basis Of Bearing of this description, run thence S 89°40'49" W along the southerly boundary of said Section 10 a distance of 1320.50 ft. to the SE Corner of Government Lot 4 of said section;

Thence N 00°05'59" W along the easterly boundary of Government Lot 3 and 4 of said section a distance of 2131.12 ft.;

Thence N 88°07'07" W a distance of 718.41 ft.;

Thence N 17°54'02" W a distance of 250.77 ft.;

Thence S 72°07'25" W a distance of 990.50 ft.;

Thence S 02°09'46" W a distance of 130.95 ft. to a point on the centerline of Sandy Creek Road;

Thence the following courses and distances along said centerline:

N 81°11'56" W 60.35 ft.; S 83°08'50" W 94.23 ft.;

S 71°59'57" W 182.42 ft.; S 76°33'04" W 134.17 ft.;

S 86°05'41" W 110.95 ft.; N 87°35'54" W 56.79 ft.;

Thence N 00°42'18" E along the easterly boundary of the parcel shown on Record Of Survey (R.O.S.) Inst. No. 168362 a distance of 684.32 ft.;

Thence continuing along said R.O.S. N 06°04'14" W a distance of 86.20 ft. to a point on the southerly boundary of the parcel shown on R.O.S. Inst. No. 235924;

Thence S 89°34'43" E along said boundary a distance of 1036.70 ft. to the W 1/4 Corner of said Section 10;

Thence N 89°43'36" E along the E-W centerline of said section a distance of 3970.71 ft. to the NE Corner of the W1/2SE1/4 of said section;

Thence S 00°06'45" E along the easterly boundary of said W1/2SE1/4 a distance of 2631.63 ft. to the SE Corner of said W1/2SE1/4;

Thence S 89°44'25" W along the southerly boundary of said W1/2SE1/4 a distance of 1320.29 ft. to the POINT OF BEGINNING.

LESS THE CEMETERY PARCEL: More particularly described as follows.

Commencing at the S 1/4 Corner of said Section 10 from which the SW Corner of said section bears S 89°40'49" W a distance of 2664.76 ft., the Basis Of Bearing of this description, run thence N 11°22'43" E a distance of 344.52 ft. to the POINT OF BEGINNING of the cemetery parcel;

Thence the following courses and distances around said cemetery parcel:

N 25°46'42" W 190.00 ft.; N 62°04'32" E 199.36 ft.;

S 25°54'56" E 190.00 ft.; S 62°04'49" W 199.82 ft. to the POINT OF BEGINNING.



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

ISSUED BY
Old Republic National Title Insurance Company

File Number: 681822

Policy Number: OY-8383717

EXCEPTIONS FROM COVERAGE

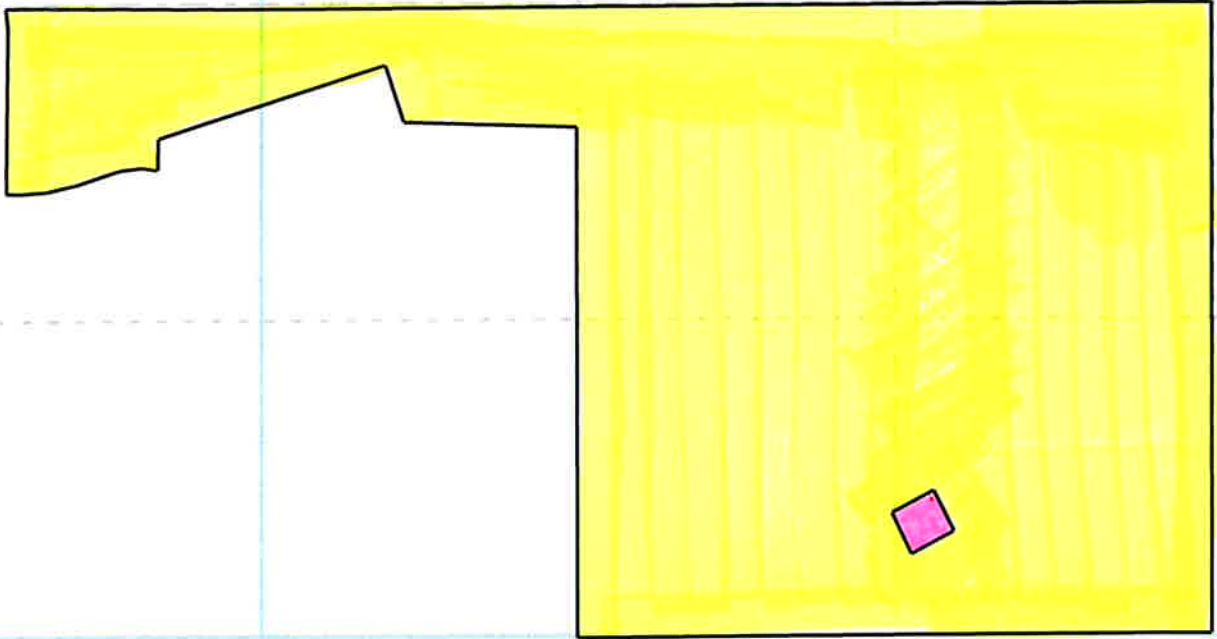
Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only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

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

1. Rights or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable. - All Sections
8. All minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto, whether expressed or implied. - All Sections
9. Ditch, road and public utility easements as the same may exist over said Land. - All Sections
10. Right, title and interest of the public in and to those portions of the Land lying within roads or highways. - All Sections
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Idaho Power Company, a corporation
Purpose: ingress/egress
Recorded: June 17, 1950
Book: D Page: 164

12. Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document
Purpose: easement
Recorded: May 7, 1998
Instrument No.: 236566
13. Right-of-way for Sandy Creek and the rights of access thereto for maintenance of said Sandy Creek.
14. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat
Prepared by: Wade Surveying
Recorded: February 23, 1998
Instrument No.: 235924
Fact(s): boundary lines/easements as depicted of record/fence lines
15. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled McConnaghy
Dated: November 2010
Prepared by: Wade Surveying
Recorded: April 14, 2011
Instrument No.: 285623
Fact(s): boundary lines/fence lines/easements as depicted of record
16. Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document
Purpose: ingress/egress
Recorded: April 14, 2011
Instrument No.: 285625
17. A mortgage to secure an original indebtedness of
Amount: \$784,109.00
Dated: April 1, 2025
Mortgagor: Split River Ranch, LLC, a Nevada limited liability company and BHR Ranch, LLC, a Nevada limited liability company
Mortgagee: AgWest Farm Credit, FLCA
Recorded: April 9, 2025
Recorded #: 337219
(covers additional property)

Parcel 1
exception



5/4/2026

Scale: 1 inch= 800 feet

File:

Tract 1: 186.8759 Acres, Closure: n40.2429w 0.02 ft. (1/999999), Perimeter=15911 ft.

Tract 2: 0.8706 Acres (37922 Sq. Feet), Closure: s62.0454w 0.25 ft. (1/3060), Perimeter=779 ft.

01 /se,sw,10,20n,24e
02 s89.4049w 1320.50
03 n00.0559w 2131.12
04 n88.0707w 718.41
05 n17.5402w 250.77
06 s72.0725w 990.50
07 s02.0946w 130.95
08 n81.1156w 60.35
09 s83.0850w 94.23
10 s71.5957w 182.42
11 s76.3304w 134.17
12 s86.0541w 110.95
13 n87.3554w 56.79
14 n00.4218e 684.32
15 n06.0414w 86.20
16 s89.3443e 1036.70

17 n89.4336e 3970.71
18 s00.0645e 2631.63
19 s89.4425w 1320.29
20 @0
21 /se,sw,10,20n,24e
22 /n11.2243e 344.52
23 n25.4642w 190.00
24 n62.0432e 199.62
25 s25.5456e 190.00
26 s62.0449w 199.82

No Split
Need Deed
Refund



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 05, 2026

SPLIT RIVER RANCH LLC
126 CASSIA WAY
HENDERSON NV 89014-6417

Re: Change in Ownership for Water Right No(s): 74-10081, 74-15976

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.

Please note, this application listed 2 water rights to be split, a split is not required and therefore you are entitled to a partial refund of \$200.00. The department has initiated the refund and it will arrive from the State office in a couple of weeks.

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 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)
Cc: WATER DISTRICT 74G