

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP JUN 01 2026

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?
WR21-157	Yes ☒	Yes ☐		Yes ☐	Yes ☐
WR21-163	Yes ☒	Yes ☐		Yes ☐	Yes ☐
WR21-10570	Yes ☒	Yes ☐		Yes ☐	Yes ☐
WR21-10498	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Rich E. Orme, N 7 E, St. Anthony, ID 83445
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): K Bar Properties LLC (Owned by Blue Pine Living Trust)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

202 S Chugwater Drive Cody WY 82414
Mailing address City State Zip
(307) 899-4863 or (307) 899-4849 kbarpropertiesllcid@gmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: December 2, 2025
6. Do you own the land identified as the water right place of use? Yes ☐ No ☒
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Mark Giacoletto Trustee - Blue Pine Living Trust 3/23/26
Signature of new owner/claimant Title, if applicable Date
Mark Giacoletto
Print name
- Signature: Allison D. Giacoletto Trustee - Blue Pine Living Trust 3/23/26
Signature of new owner/claimant Title, if applicable Date
Allison Giacoletto
Print name

For IDWR Office Use Only:

Received by M. Petter Date 6-1-26 Receipt No. E051676 Receipt Amt. (1170.00) 350.00 this app

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 MW Processed by MW Date 10/14/2026



GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the parties of the first part, and **Kaye Orme**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the party of the second part.

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Shelly Orme Clark**, do by these presents grant, convey, and confirm unto the said **Kaye Orme**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever.

GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the parties of the first part, and **Kaye Orme**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the party of the second part,

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Shelly Orme Clark**, do by these presents grant, convey, and confirm unto the said **Kaye Orme**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever.

The parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

IN WITNESS WHEREOF, The said parties of the first part, have, as aforesaid, hereunto set their hand and seal the day and year first above written.


Allison Orme Giacoletto


Mark Giacoletto


Shelly Orme Clark


Clinton Howard Clark

STATE OF IDAHO.)

ss.

County of Madison.)

On this 9th day of January, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Allison Orme Giacoletto and Mark Giacoletto**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



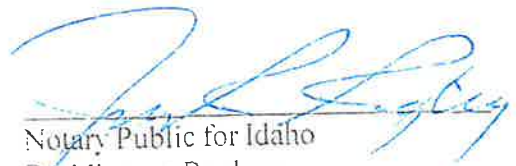

Notary Public for Idaho
Residing at: Rexburg
My Commission Expires: 11-09-29

Exhibit A

Feedlot and Quonset Building:

Tract 1:

Beginning at a point 1002 feet South of the Northeast Corner of the Southeast Quarter of Section 7, Township 7 North, Range 40 East; Boise Fremont County, Idaho, thence South 56°00" West 432 feet, thence North 34°00" West 120 feet to the South Bank of the Union Canal; thence South 56°00" West 1162 feet; thence South 306 feet to the North bank of the Independent Canal; thence Northeasterly along said canal to a point that is South 271 feet and South 56 °00" West 656 feet to the point of beginning; thence North 56°00" East 656 feet; thence North 271 feet to the place of beginning.

Tract 2:

Beginning at a point that is 858 feet South and South 56 °00" West 512 feet of the Northeast Corner of the Southeast Quarter of Section 7, Township 7 North, Range 40 East, Boise Meridian, Fremont County, Idaho; thence North 34 °00" West 28 feet, more or less to a point on the South bank of the Union Canal; thence Southwesterly along the South bank of said canal to the West Line of the Southeast Quarter Southeast Quarter of said Section 7; thence South 106 feet, more or less, to a point which is on a straight line South 56 °00" West of the point of beginning; thence North 56°00" East 1162 feet, more or less, to the point of beginning.

All of the above-described land containing 12.51 acres, more or less.

LESS Right of Way:

An irregular strip of land being all that portion of the E1/2SE1/4 of Section 7, Township 7 North, Range 40 East, Boise Meridian; lying situate between the Independent Canal and the St. Anthony Union Canal and east of a line 25 feet distant Westerly from and parallel to the following described center line of road as surveyed and shown on the official plat of the Rexburg-Parker-St. Anthony S-6770(1) Road Survey on file in the office of the Department of Highways of the State of Idaho.

Beginning at Station 168+30 of the said Road Survey, which station is a point on tangent on the North Bank of the Independent Canal approximately 1108 feet North and 15.0 feet west from the Southeast corner of Section 7, Township 7 North, Range 40 East, Boise Meridian; thence running North 0-45' \Vest 630 feet to Station 174+60 of said Survey, which station is a point on tangent on the South Bank of the St. Anthony Union Canal approximately 1738 feet North and 25.0 feet West from the Southeast corner of Section 7, Township 7 North, Range 40 East, Boise Meridian.



GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the parties of the first part, and **Kaye Orme**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the party of the second part.

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Shelly Orme Clark**, do by these presents grant, convey, and confirm unto the said **Kaye Orme**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

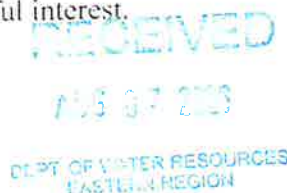
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof:

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever,

The parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.



GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the parties of the first part, and **Kaye Orme**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the party of the second part,

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Shelly Orme Clark**, do by these presents grant, convey, and confirm unto the said **Kaye Orme**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever.

The parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

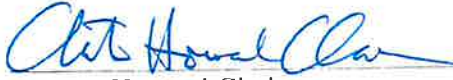
**This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.**

IN WITNESS WHEREOF, The said parties of the first part, have, as aforesaid,
hereunto set their hand and seal the day and year first above written.


Allison Orme Giacoletto


Mark Giacoletto


Shelly Orme Clark


Clinton Howard Clark

STATE OF IDAHO,)
 ss.

County of Madison.)

On this 9th day of January, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Allison Orme Giacoletto and Mark Giacoletto**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at: Rexburg
My Commission Expires: 11-09-29

Exhibit "A"

SW¼ SW¼ of Section 17 of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 12, 13, 14, 15, 16, and 17 of Section 18 of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 1, 2, 3, 4, 5 and 6 of Section 19 of Township ^{*14*}North, Range 44 East, Boise Meridian.

ALSO, A PORTION OF GOVERNMENT LOT 7 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN AND FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, SAID CORNER MONUMENTED WITH A USFS ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 601700 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE S00°42'14"E A DISTANCE OF 1324.74 FEET TO THE NORTH 1/16 CORNER OF SECTIONS 19 AND 20, SAID CORNER MONUMENTED WITH A 5/8" IRON ROD WITH 2-1/2" ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 605513 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE S89°12'05"W A DISTANCE OF 2643.78 FEET TO THE CENTER NORTH 1/16 CORNER OF SAID SECTION 19 AND THE POINT OF BEGINNING, SAID CORNER MONUMENTED WITH A 5/8" IRON ROD WITH 2-1/2" ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 605512 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE N00°32'24"W ALONG THE WEST LINE OF GOVERNMENT LOT 7 A DISTANCE OF 575.00 FEET, SAID POINT ON LINE MONUMENTED WITH A 5/8" IRON ROD WITH A PLASTIC CAP MARKED "K.L.T. PLS 10563";

THENCE CONTINUING N00°32'24"W ALONG SAID WEST LINE A DISTANCE OF 2.50 FEET TO THE SOUTHERLY ORDINARY HIGH WATER MARK OF THE HENRYS LAKE OUTLET;

THE NEXT FIFTEEN (15) CALLS FOLLOW THE SOUTHERLY ORDINARY HIGH WATER MARK OF THE HENRYS LAKE OUTLET

(1) THENCE S81°27'01"E A DISTANCE OF 57.62 FEET;

(2) THENCE S75°00'00"E A DISTANCE OF 102.00 FEET;

(3) THENCE S60°00'00"E A DISTANCE OF 80.00 FEET;

(4) THENCE S70°00'00"E A DISTANCE OF 50.00 FEET;

- (5) THENCE S80°00'00"E A DISTANCE OF 40.00 FEET;
- (6) THENCE S74°00'00"E A DISTANCE OF 93.00 FEET;
- (7) THENCE S71°00'00"E A DISTANCE OF 60.00 FEET;
- (8) THENCE S69°00'00"E A DISTANCE OF 105.00 FEET;
- (9) THENCE S60°30'00"E A DISTANCE OF 50.00 FEET;
- (10) THENCE S56°30'00"E A DISTANCE OF 130.00 FEET;
- (11) THENCE S49°30'00"E A DISTANCE OF 65.00 FEET;
- (12) THENCE S38°15'00"E A DISTANCE OF 60.00 FEET;
- (13) THENCE S22°45'00"E A DISTANCE OF 98.00 FEET;
- (14) THENCE S14°26'00"E A DISTANCE OF 65.00 FEET;
- (15) THENCE S03°15'00"W A DISTANCE OF 45.00 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE S89°12'05"W ALONG SAID SOUTH LINE A DISTANCE OF 5.00 FEET, SAID POINT ON LINE MONUMENTED WITH A 5/8" IRON ROD WITH A PLASTIC CAP MARKED "K.L.T. PLS 10563";

THENCE CONTINUING S89°12'05"W A DISTANCE OF 835.00 FEET TO THE POINT OF BEGINNING, CONTAINING 8.03 ACRES MORE OR LESS.

THE ABOVE DESCRIPTION WAS PREPARED BY KEVIN L. THOMPSON, PLS 10563 IN OCTOBER 2024 AND IS SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS FOR PUBLIC UTILITIES, HIGHWAYS, ROADS, DITCHES, CANALS, POWER POLES, AND TRANSMISSION LINES AS THEY EXIST.

All of the above-described land containing 368.49 acres, more or less.

Instrument No. 611165
24 Day Dec 2025
At 09 O'Clock 42 AM
MEREDITH MATTINGLY
FREMONT CO RECORDER
Fee \$15.00
KF Deputy
Recorded at Request of
Alliance Title - Pocatello Office

ALLIANCE TITLE & ESCROW, LLC

WARRANTY DEED

Order No.: 1023763

FOR VALUE RECEIVED

Kaye Orme, a single woman

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

Kaye Orme, a single woman

whose current address is:

2983 Courtyard Circle, Idaho Falls, ID 83406

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

See Attached Exhibit 'A'

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.

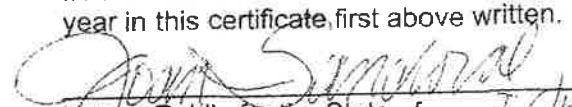
Dated: December 2, 2025


Kaye Orme

State of Idaho } ss.
County of Bonneville }

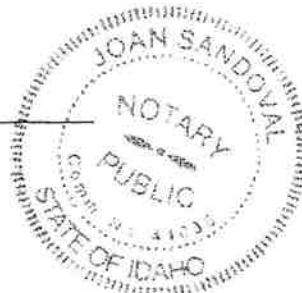
On this 15th day of December, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Kaye Orme, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

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


Notary Public for the State of Idaho

Residing at: Idaho

Commission Expires: 10-13-2029



611165

EXHIBIT 'A'

File No. 1023763

Parcel 3: 607191

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 12, 13, 14, 15, 16 and 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 1, 2, 3, 4, 5 and 6 of Section 19, Township 14 North, Range 44 East, Boise Meridian.

Also, a portion of Government Lot 7 of Section 19, Township 14 North, Range 44 East, Boise Meridian and Fremont County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 19, said corner monumented with a USFS aluminum cap, recorded as Instrument No. 601700 in the Fremont County Clerk's Office;
Thence South $00^{\circ}42'14''$ East a distance of 1324.74 feet to the North $\frac{1}{16}$ corner of Sections 19 and 20, said corner monumented with a $\frac{5}{8}$ " iron rod with $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605513 in the Fremont County Clerk's Office;
Thence South $89^{\circ}12'05''$ West a distance of 2643.78 feet to the center North $\frac{1}{16}$ corner of said Section 19 and the POINT OF BEGINNING. Said corner monumented with a $\frac{5}{8}$ " iron rod with a $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605512 in the Fremont County Clerk's Office;
Thence North $00^{\circ}32'24''$ West along the West line of Government Lot 7 a distance of 575.00 feet, said point on line monumented with a $\frac{5}{8}$ " iron rod with a plastic cap marked "K.L.T. PLS 10563;
Thence continuing North $00^{\circ}32'24''$ West along said West line a distance of 2.50 feet to the Southerly ordinary high water mark of the Henry's Lake outlet;
Thence next fifteen (15) calls follow the Southerly ordinary highway water mark of the Henrys Lake Outlet;

- 1) Thence South $81^{\circ}27'01''$ East a distance of 57.62 feet;
- 2) Thence South $75^{\circ}00'00''$ East a distance of 102.00 feet;
- 3) Thence South $60^{\circ}00'00''$ East a distance of 80.00 feet;
- 4) Thence South $70^{\circ}00'00''$ East a distance of 50.00 feet;
- 5) Thence South $80^{\circ}00'00''$ East a distance of 40.00 feet;
- 6) Thence South $74^{\circ}00'00''$ East a distance of 93.00 feet;
- 7) Thence South $71^{\circ}00'00''$ East a distance of 60.00 feet;
- 8) Thence South $69^{\circ}00'00''$ East a distance of 105.00 feet;
- 9) Thence South $60^{\circ}30'00''$ East a distance of 50.00 feet;
- 10) Thence South $56^{\circ}30'00''$ East a distance of 130.00 feet;
- 11) Thence South $49^{\circ}30'00''$ East a distance of 65.00 feet;
- 12) Thence South $38^{\circ}15'00''$ East a distance of 60.00 feet;
- 13) Thence South $22^{\circ}45'00''$ East a distance of 98.00 feet;
- 14) Thence South $14^{\circ}26'00''$ East a distance of 65.00 feet;
- 15) Thence South $03^{\circ}15'00''$ West a distance of 45.00 feet to the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19;

Thence South $89^{\circ}12'05''$ West along said South line a distance of 5.00 feet, said point on line monumented with a $\frac{5}{8}$ " iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing South $89^{\circ}12'05''$ West a distance of 835.00 feet to the POINT OF BEGINNING.
more or less

Excepting from the above described properties situated in Lot 1 and Lot 3, Section 19, Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A strip of land 100 feet in width and having as its center line, a line BEGINNING at a point on the East Bank of outlet of Henrys Lake in Lot 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, that bears North $34^{\circ}30'$ West 1090 feet from the Section corner common to Sections 17, 18, 19 and 20 of said Township 14 North, Range 44 East, Boise Meridian, and running;

Thence South $29^{\circ}34'$ East 215 feet;

Thence South $26^{\circ}52'$ West 1865 feet to a point in Lot 3 of Section 19, Township 14 North, Range 44 East, Boise Meridian;

Thence South $25^{\circ}38'$ East 475 feet;

Thence South $4^{\circ}10'$ East 740 feet to the point of intersection of said line with the North Bank of the outlet of Henrys Lake in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, more or less.

HON. JAMES A. HAYNES
Twenty-First Judicial District 2
205 Bedford Street
Hamilton, MT 59840
Telephone: 406 375-6790

RECEIVED

SEP 04 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

FILED
PAIGE TRAUTWEIN, CLERK

FEB 06 2014

DEPUTY

MONTANA TWENTY-FIRST JUDICIAL DISTRICT COURT, RAVALLI COUNTY

IN RE THE MARRIAGE OF:

Cause No.: DR-13-88
Dept. No. 2

JON SHANE OLPIN,

Petitioner,

and

KAYE ORME OLPIN,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND FINAL DECREE OF
DISSOLUTION OF MARRIAGE**

This matter came on for Hearing for a Decree of Dissolution of Marriage on the 6th day of February, 2014. The Respondent, Kaye Orme Olpin (hereafter "Kaye") appeared in person with her attorney, Gail H. Goheen. Petitioner Jon Shane Olpin (hereafter "Shane") did not appear. However, provision IX of the parties' *"Marital and Property Settlement Agreement, Waiver of Notice of Hearing, and Consent to Entry of Decree"* [hereafter MPSA] provided:

"The parties waive further notice of and their right to a hearing on the merits of all issues resolved herein and consent to the immediate entry of a judgment by decree consistent in its entirety with the terms of this agreement."

Therefore, the Court determines that Shane has consented to the entry of the Decree in this matter. From the record in this matter, and the evidence presented, the Court finds:

//

Findings of Fact, Conclusions of Law, and Final Decree of Dissolution of Marriage

Findings of Fact

MARRIAGE

1. The parties have alleged in their MPSA (item 4 thereof) and Kaye has testified that the marriage of the parties is irretrievably broken in that there exists serious marital ~~disregard~~^{cord} which adversely affects the attitude of one or both of the parties toward the marriage, and there is no reasonable prospect for reconciliation.

2. The provisions of the Montana Conciliation Law, §40-3-101 et seq. and following, and the Montana Uniform Marriage and Divorce Act, §40-4-107, M.C.A., do not apply.

RESIDENCE

3. The Petitioner and Respondent have resided in the state of Montana for more than 90 days, and they also resided in the state of Montana for at least 90 days prior to the day this action was commenced.

MARITAL AND PROPERTY SETTLEMENT AGREEMENT

4. The parties have previously entered into the MPSA dated January 23, 2014, which has been filed with this Court. The MPSA between the parties is not unconscionable and provides for an equitable distribution of the marital estate.

DISCLOSURE STATEMENTS

5. The Court finds that Petitioner has filed with the Court "Notice of Service of Petitioner's Final Disclosure Statement" and a separate "Acknowledgment of Receipt of Respondent's Final Disclosure Statement" as required by law and Court also finds that Respondent has filed with the Court "Notice of Service of Respondent's Final Disclosure Statement" and a separate "Acknowledgment of Receipt of Petitioner's Final Disclosure Statement" as required by law.

1 DIVISION AND DISTRIBUTION OF ASSETS OWNED BY THE PARTIES AND DEBTS AND
2 OBLIGATIONS OWED BY THE PARTIES

3 6. The property, both real and personal, and the debts and other obligations of the
4 parties, should be divided in the manner set forth in the parties' MPSA, the terms of which are
5 hereby incorporated in this Decree. The Court finds that said distribution of assets and
6 liabilities is fair and equitable. Each of the parties should abide by all the terms and conditions
7 of said MPSA.
8

9 MAINTENANCE

10 7. The parties under the standards of MCA § 40-4-203: (1) they are capable of
11 supporting themselves from their earnings and the income-producing capability of the assets
12 awarded to them, and (2) the distribution of property is intended to be in lieu of maintenance.
13 The parties have agreed, after consideration of the factors set forth in MCA § 40-4-203, this
14 provision shall not be modified, and the parties have requested that the court's decree of
15 dissolution expressly preclude modification pursuant to MCA § 40-4-201(6), and the Court
16 finds such arrangements to be reasonable and appropriate under Montana law.
17

18 CHILDREN OF THE MARRIAGE

19 8. There are no minor children of this marriage.
20

21 HEALTH INSURANCE

22 9. The parties shall be responsible for providing his or her own health insurance, at
23 his or her own expense. This obligation will extend to any health-related cost that is not
24 covered by insurance. Shane shall be entitled to any reimbursement from the insurance
25 company related to medical expenses he incurred on his own behalf. Kaye shall be entitled to
26
27
28

1 any reimbursement from the insurance company related to medical expenses she incurred on
2 her own behalf.

3 NAME CHANGE

4 10. The Court finds that Respondent (as she has requested) should be allowed to
5 change her name to her maiden name, Kaye Orme.

6 From the foregoing Findings of Fact, the Court states the following:

7 CONCLUSIONS OF LAW

8
9 1. The Court has jurisdiction over this cause, the parties, their property and debts,
10 and all issues raised in the pleadings filed herein.

11 2. The marriage of the parties is irretrievably broken, and there is no reasonable
12 prospect of reconciliation between the parties.

13 3. The "*Marital and Property Settlement Agreement, Waiver of Notice of Hearing,*
14 *and Consent to Entry of Decree*" [MPSA] filed herein is not unconscionable and should be
15 approved and incorporated into this Decree.

16 4. The property and debts of the parties are equitably distributed between them by
17 the parties' MPSA and all other documents referenced herein.

18 5. The provisions for maintenance, as set forth in the MPSA, are in accordance with
19 Montana law and should not be modified under section 40-201(6), except as provided in said
20 MPSA.

21 6. The parties shall be responsible for providing his or her own health insurance, at
22 his or her own expense.

23 //

24 //

DECREE

On the basis of the foregoing Finding of Fact and Conclusions of Law, the Court enters the following Judgment and **ORDERS**:

1. **IT IS HEREBY ORDERED** that the marriage of the parties is dissolved.

2. **IT IS FURTHER ORDERED** by the Court that the parties' *"Marital and Property Settlement Agreement, Waiver of Notice of Hearing, and Consent to Entry of Decree"* filed in conjunction herewith is incorporated by reference as a part of this Decree in its entirety. The parties are specifically **ORDERED** to perform and abide by the terms and conditions of said MPSA.

3. **IT IS ORDERED** that each of the parties shall be entitled to all of the assets distributed to him or her respectively, under the terms and conditions of this MPSA.

4. **IT IS FURTHER ORDERED** that the debts and obligations of the parties shall be divided in accordance with the terms and conditions of the MPSA.

5. **IT IS FURTHER ORDERED** that (1) the parties are capable of supporting themselves from their earnings and the income-producing capability of the assets awarded to them, and (2) the distribution of property is intended to be in lieu of maintenance. **IT IS FURTHER ORDERED** that neither party shall make a claim against the other for maintenance or alimony in the future beyond that which is set forth in the MPSA. The Court **ORDERS** that this provision be **NON-MODIFIABLE** under section 40-4-201(6), MCA.

6. **IT IS FURTHER ORDERED** that each party shall be responsible for providing his or her own health insurance, at his or her own expense.

Instrument No. 611166
24 Day Dec 2025
At 09 O'Clock 42 AM
MEREDITH MATTINGLY
FREMONT CO RECORDER
Fee \$15.00
KF Deputy
Recorded at Request of
Alliance Title - Pocatello Office

ALLIANCE TITLE & ESCROW, LLC

WARRANTY DEED

Order No.: 1023763

FOR VALUE RECEIVED

**Clinton H. Clark and Shelly Orme Clark, as Co-Trustees of The Clinton and Shelly Clark Trust,
dated October 26, 2018**

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

**Clinton H. Clark and Shelly Orme Clark, as Co-Trustees of The Clinton and Shelly Clark Trust,
dated October 26, 2018**

whose current address is:

5249 E. Sagewood Dr. Boise, ID 83716

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

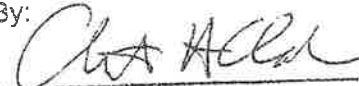
See Attached Exhibit 'A'

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: December 2, 2025

The Clinton and Shelly Clark Trust, dated October 26, 2018

By:


Clinton H. Clark, Trustee


Shelly Orme Clark, Trustee

State of IDAHO } ss.
County of ADA }

On this 2ND day of December, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Clinton H. Clark and Shelly Orme Clark, known or identified to me to be the persons whose names are subscribed to the foregoing instrument as trustees of The Clinton and Shelly Clark Trust, dated October 26, 2018 and acknowledged that they executed the same as Trustees.

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

PRISCILA METHODE
Notary Public for the State of IDAHO
Residing at: ADA COUNTY
Commission Expires: FEBRUARY 27TH, 2031

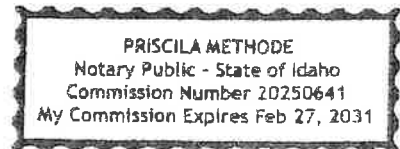


EXHIBIT 'A'

File No. 1023763

Parcel 2: 608159

Government Lots 7 and 8 and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting therefrom:

A portion of Government Lot 7 of Section 19, Township 14 North, Range 44 East, Boise Meridian and Fremont County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 19, said corner monumented with a USFS aluminum cap, recorded as Instrument No. 601700 in the Fremont County Clerk's Office;
Thence South $00^{\circ}42'14''$ East a distance of 1324.74 feet to the North $\frac{1}{16}$ corner of Sections 19 and 20, said corner monumented with a $\frac{5}{8}$ " iron rod with a $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605513 in the Fremont County Clerk's Office;

Thence South $89^{\circ}12'05''$ West a distance of 2643.78 feet to the center North $\frac{1}{16}$ corner of said Section 19 and the POINT OF

BEGINNING. Said corner monumented with a $\frac{5}{8}$ " iron rod with a $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605512 in the Fremont County Clerk's Office;

Thence North $00^{\circ}32'24''$ West along the West line of Government Lot 7 a distance of 575.00 feet, said point on line monumented with a $\frac{5}{8}$ " iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing North $00^{\circ}32'24''$ West along said West line a distance of 2.50 feet to the Southerly ordinary high water mark of the Henry's Lake outlet;

Thence next fifteen (15) calls follow the Southerly ordinary highway water mark of the Henrys Lake Outlet;

- 1) Thence South $81^{\circ}27'01''$ East a distance of 57.62 feet;
- 2) Thence South $75^{\circ}00'00''$ East a distance of 102.00 feet;
- 3) Thence South $60^{\circ}00'00''$ East a distance of 80.00 feet;
- 4) Thence South $70^{\circ}00'00''$ East a distance of 50.00 feet;
- 5) Thence South $80^{\circ}00'00''$ East a distance of 40.00 feet;
- 6) Thence South $74^{\circ}00'00''$ East a distance of 93.00 feet;
- 7) Thence South $71^{\circ}00'00''$ East a distance of 60.00 feet;
- 8) Thence South $69^{\circ}00'00''$ East a distance of 105.00 feet;
- 9) Thence South $60^{\circ}30'00''$ East a distance of 50.00 feet;
- 10) Thence South $56^{\circ}30'00''$ East a distance of 130.00 feet;
- 11) Thence South $49^{\circ}30'00''$ East a distance of 65.00 feet;
- 12) Thence South $38^{\circ}15'00''$ East a distance of 60.00 feet;
- 13) Thence South $22^{\circ}45'00''$ East a distance of 98.00 feet;
- 14) Thence South $14^{\circ}26'00''$ East a distance of 65.00 feet;
- 15) Thence South $03^{\circ}15'00''$ West a distance of 45.00 feet to the South line of the North $\frac{1}{2}$ of the

Northeast $\frac{1}{4}$ of said Section 19;

Thence South $89^{\circ}12'05''$ West along said South line a distance of 5.00 feet, said point on line monumented with a $\frac{5}{8}$ " iron rod with a plastic cap marked "K.L.T. PLS 10563"

Thence continuing South $89^{\circ}12'05''$ West a distance of 835.00 feet to the POINT OF BEGINNING.
more or less.

Excepting from the properties situated in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A strip of land 100 feet in width and having as its center line, a line BEGINNING at a point on the East Bank of outlet of Henrys Lake in Lot 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, that bears North $34^{\circ}30'$ West 1090 feet from the Section corner common to Sections 17, 18, 19 and 20 of said Township 14 North, Range 44 East, Boise Meridian, and running;

Thence South $29^{\circ}34'$ East 215 feet;

Thence South $26^{\circ}52'$ West 1865 feet to a point in Lot 3 of Section 19, Township 14 North, Range 44 East, Boise Meridian;

Thence South 25°38' East 475 feet;
Thence South 4° 10' East 740 feet to the point of intersection of said line with the North Bank of the outlet of Henrys Lake in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, more or less.

Also Excepting:

BEGINNING at a point the East and West center line thru' Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, 815 feet West of the ¼ corner common to Sections 19 and 20 of Township 14 North, Range 44 East, Boise Meridian, running;
Thence North 17°17' West 238.5 feet to the point of intersection with the South Bank of the outlet of Henrys Lake in Lot 8, Section 19, said Township and Range;
Thence following the meanderings of said outlet in a Westerly and Southerly direction to the point where same intersects the center line of Section 19, Township 14 North, Range 44 East, Boise Meridian and; Thence East to the PLACE OF BEGINNING, more or less.

All of the South ½ of Section 19 (Less Lot 12) of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Also Less:

Lot 98, Block 11, Island Park Village Amended Plat, Fremont County, Idaho, as per the recorded plat thereof, together with the following adjacent parcel of land situated in the SESW¼ of Section 19, of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

BEGINNING at a point that is North 89°47'18" East 1164.44 feet from the Southwest corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and going;
Thence North 00°06'57" West 1327.28 feet;
Thence North 89°47'54" East 160.84 feet to an intersection with an existing fence; Thence South 01°34'16" West 1327.94 feet along said fence line;
Thence South 89°47'18" West 121.75 feet to the POINT OF BEGINNING.

Also Less: Island Park Subdivision situated in Lot 12 Section 19, Township 14 North, Range 44 East, Boise Meridian

Also Less: BEGINNING at the Southwest corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and running;

Thence North 194.0 feet;
Thence South 55°36'00" East 341.54 feet, more or less to the South Section line;
Thence South 89°47'18" West 281.31 feet to the POINT OF BEGINNING. The above-described premises being also particularly described as that part of Lot 12 of Section 19, lying and being South and West to the Big Springs Road as now located.



GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Kaye Orme aka Kaye Olpin**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the parties of the first part, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the party of the second part,

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Kaye Orme**, do by these presents grant, convey, and confirm unto the said **Shelly Orme Clark**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever.

Parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.



Instrument No. 606712
06 Day Feb 2025
At 11 O'Clock 39 AM
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

GRANT DEED

THIS INDENTURE, Made this 9th day of January, 2025, between **Allison Orme Giacoletto**, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414, and **Kaye Orme aka Kaye Olpin**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the parties of the first part, and **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716, the party of the second part,

WITNESSETH, That the said parties of the first part, **Allison Orme Giacoletto and Kaye Orme**, do by these presents grant, convey, and confirm unto the said **Shelly Orme Clark**, the said party of the second part, and to her successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to her assigns forever.

Parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

**This instrument filed
as an accommodation only.
It has not been examined
as to it's execution, insurability
or effect on title.**

606712

IN WITNESS WHEREOF, The said parties of the first part, have, as aforesaid,
hereunto set their hand and seal the day and year first above written.


Allison Orme Giacoletto


Mark Giacoletto


Kaye Orme

STATE OF IDAHO.)
 ss.
County of Madison.)

On this 9th day of January, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Allison Orme Giacoletto and Mark Giacoletto**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at: Rexburg
My Commission Expires: 11-09-29

[illegible]

On this 9th day of January, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kaye Orme**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Notary Public for Idaho
Residing at: Rexburg
My Commission Expires: 11-09-29

Exhibit "A"

Government Lots 7, 8, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho. EXCEPTING THEREFROM, A PORTION OF GOVERNMENT LOT 7 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN AND FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, SAID CORNER MONUMENTED WITH A USFS ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 601700 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE S00°42'14"E A DISTANCE OF 1324.74 FEET TO THE NORTH 1/16 CORNER OF SECTIONS 19 AND 20, SAID CORNER MONUMENTED WITH A 5/8" IRON ROD WITH 2-1/2" ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 605513 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE S89°12'05"W A DISTANCE OF 2643.78 FEET TO THE CENTER NORTH 1/16 CORNER OF SAID SECTION 19 AND THE POINT OF BEGINNING, SAID CORNER MONUMENTED WITH A 5/8" IRON ROD WITH 2-1/2" ALUMINUM CAP, RECORDED AS INSTRUMENT NO. 605512 IN THE FREMONT COUNTY CLERK'S OFFICE;

THENCE N00°32'24"W ALONG THE WEST LINE OF GOVERNMENT LOT 7 A DISTANCE OF 575.00 FEET, SAID POINT ON LINE MONUMENTED WITH A 5/8" IRON ROD WITH A PLASTIC CAP MARKED "K.L.T. PLS 10563";

THENCE CONTINUING N00°32'24"W ALONG SAID WEST LINE A DISTANCE OF 2.50 FEET TO THE SOUTHERLY ORDINARY HIGH WATER MARK OF THE HENRYS LAKE OUTLET;

THE NEXT FIFTEEN (15) CALLS FOLLOW THE SOUTHERLY ORDINARY HIGH WATER MARK OF THE HENRYS LAKE OUTLET

- (1) THENCE S81°27'01"E A DISTANCE OF 57.62 FEET;
- (2) THENCE S75°00'00"E A DISTANCE OF 102.00 FEET;
- (3) THENCE S60°00'00"E A DISTANCE OF 80.00 FEET;
- (4) THENCE S70°00'00"E A DISTANCE OF 50.00 FEET;
- (5) THENCE S80°00'00"E A DISTANCE OF 40.00 FEET;
- (6) THENCE S74°00'00"E A DISTANCE OF 93.00 FEET;
- (7) THENCE S71°00'00"E A DISTANCE OF 60.00 FEET;
- (8) THENCE S69°00'00"E A DISTANCE OF 105.00 FEET;
- (9) THENCE S60°30'00"E A DISTANCE OF 50.00 FEET;
- (10) THENCE S56°30'00"E A DISTANCE OF 130.00 FEET;
- (11) THENCE S49°30'00"E A DISTANCE OF 65.00 FEET;
- (12) THENCE S38°15'00"E A DISTANCE OF 60.00 FEET;

(13) THENCE S22°45'00"E A DISTANCE OF 98.00 FEET;
(14) THENCE S14°26'00"E A DISTANCE OF 65.00 FEET;
(15) THENCE S03°15'00"W A DISTANCE OF 45.00 FEET TO THE SOUTH LINE OF
THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19;
THENCE S89°12'05"W ALONG SAID SOUTH LINE A DISTANCE OF 5.00 FEET, SAID
POINT ON LINE MONUMENTED WITH A 5/8" IRON ROD WITH A PLASTIC CAP
MARKED "K.L.T. PLS 10563";
THENCE CONTINUING S89°12'05"W A DISTANCE OF 835.00 FEET TO THE POINT OF
BEGINNING, CONTAINING 8.03 ACRES MORE OR LESS.

THE ABOVE DESCRIPTION WAS PREPARED BY KEVIN L. THOMPSON, PLS 10563 IN
OCTOBER 2024 AND IS SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS FOR PUBLIC
UTILITIES, HIGHWAYS, ROADS, DITCHES, CANALS, POWER POLES, AND
TRANSMISSION LINES AS THEY EXIST.

All of the S½ of Section 19 (less Lot 12) of Township 14 North, Range 44 East, Boise Meridian,
Fremont County, Idaho.

ALSO LESS: Lot 98 Block 11 Island Park Village Amended Plat, Fremont County, Idaho, as per
the recorded Plat thereof, together with the following adjacent parcel of land. Beginning at a
point that is North 89°47'18" East 1164.44 feet from the Southwest Corner of Section 19,
Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and going thence
North 00°06'57" West 1327.28 feet; thence North 89°47'54" East 160.84 feet to an intersection
with an existing fence; thence South 01°34'16" West 1327.94 feet along said fence line; thence
South 89°47'18" West 121.75 feet to the point of beginning.

ALSO LESS: Beginning at the Southwest corner of Section 19, Township 14 North, Range 44
East, Boise Meridian, Fremont County, Idaho, and running thence North 194.0 feet; thence South
55°36'00" East 341.54 feet, more or less, to the South Section line, thence South 89°47'18" West
281.81 feet to the point of beginning. The above-described premises being also particularly
described as that part of lot 12 of Section 19, lying and being South and West to the Big Springs
road as now located.

ALSO LESS: Island Park Subdivision

All of the above-described land containing 378.65 acres, more or less.

ALLIANCE TITLE & ESCROW, LLC

WARRANTY DEED

Order No.: 1023763

FOR VALUE RECEIVED

**Mark Giacoletto and Allison Orme Giacoletto, as Trustees of the Blue Pine Trust,
dated July 7, 2022**

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

K Bar Properties LLC, an Idaho limited liability Company

whose current address is:

202 South Chugwater Drive, Cody, Wy 82414

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

See Attached Exhibit 'A'

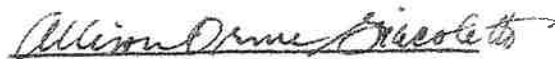
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: 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: December 2, 2025

Blue Pine Trust, dated July 7, 2022

By:


Mark Giacoletto, Trustee


Allison Orme Giacoletto, Trustee

State of Wyoming } ss.
County of Park

On this 3rd day of December, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark Giacoletto, and Allison Orme Giacoletto known or identified to me to be the persons whose names are subscribed to the foregoing instrument as trustees of the Blue Pine Trust, dated July 7, 2022 and acknowledged that they executed the same as Trustees.

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

Holly Crowe
Notary Public for the State of Wyoming
Residing at: 1702 17th St Cody, WY 82414
Commission Expires: 7-8-2031

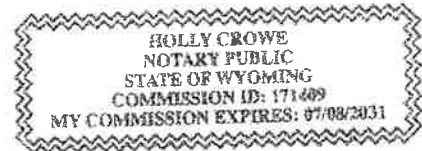


EXHIBIT 'A'

File No. 1023763

Parcel 1: (607748)

Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting therefrom:

Tax No. 1516 particularly described as follows:

BEGINNING at a point 914.5 feet East and 611 feet North of the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian;

Thence East 140.7 feet to the center of the road;

Thence North $54^{\circ}30'$ East 325.5 feet to the East line of said 40 acre tract.

Thence North 520 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 17, Township and range aforesaid;

Thence West 405.5 feet;

Thence South 576.5 feet to the center of well and;

Thence South 132.5 feet to the PLACE OF BEGINNING; more or less, Fremont County, Idaho

Also:

All of Section 18 (less Lots 1, 2, 3, 12, 13, 14, 15, 16 & 17), Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting from the above described properties in Section 18 Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A Parcel of land situate, lying and being in the County of Fremont, and State of Idaho, and bounded and described as follows, to-wit:

BEGINNING at a point on the East and West center line thru' Section 18, Township 14 North, Range 44 East, Boise Meridian, and 763 feet West of the $\frac{1}{4}$ corner, common to Section 17 and 18, Township 14 North, Range 44 East, Boise Meridian and running;

Thence South $18^{\circ}36'$ West 402 feet, more or less, to the point of intersection with the North Bank of the channel of the Outlet of Henrys Lake, in Lot 9, Section 18, above described;

Thence following in a Westerly and Northerly direction the meanderings of the North Bank of said outlet, to the point where the same intersects the East and West center line thru' said Section 18;

Thence East to the PLACE OF BEGINNING.

Also Excepting:

BEGINNING at a point on the South Bank of the outlet of Henrys Lake in Lot 10, Section 18, Township 14 North, Range 44 East, Boise Meridian, that bear $78^{\circ}12'$ East 4225.5 feet from the Northwest corner of the Southwest $\frac{1}{4}$ of Section 18, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho and running;

Thence South $38^{\circ}14'$ East 290 feet more or less to the point of intersection of said line with the West Bank of the said outlet;

Thence following in a Northerly and Westerly direction, the meanderings of said West Bank back to the POINT OF BEGINNING, more or less.

607748
Microfilm No. _____
Day May 2025
At 3:50 O'Clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 15 - 00 Deputy
Recorded at Request of
Rigby, Andrew & Rigby

GRANT DEED/DEED OF CORRECTION

THIS INDENTURE. Made this 1st day of May, 2025, between

Allison Orme Giacoletto, a married woman dealing with her sole and separate property, of 202 S. Chugwater Dr., Cody, WY 82414; **Shelly Orme Clark**, a married woman dealing with her sole and separate property, of 5249 E. Sagewood Dr., Boise, ID 83716 and **Kaye Orme aka Kaye Olpin**, a single woman, of 2983 Courtyard Circle, Ammon, ID 83406, the parties of the first part, and **Mark Giacoletto and Allison Orme Giacoletto**, as Trustees of the **Blue Pine Trust**, dated **July 7, 2022**, of 202 S. Chugwater Dr., Cody, WY 82414, the party of the second part.

WITNESSETH. That the said parties of the first part, **Allison Orme Giacoletto, Shelly Orme Clark and Kaye Orme**, do by these presents grant, convey, and confirm unto the said **Blue Pine Trust**, the said party of the second part, and to its successors and assigns forever, all of their said interest in and to the following described real property, located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

TOGETHER with all water and water rights appurtenant to the premises.

TO HAVE AND TO HOLD, unto the said party of the second part, and to its assigns forever.

RECEIVED

MAY 07 2025

DEPT. OF LAND RESOURCES
LAND DIVISION

Parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

THIS GRANT DEED/DEED OF CORRECTION is given to correct the party of the second part and legal description contained in that certain Grant Deed, recorded on February 06, 2025, as Instrument No. 606717, in the official records of Fremont County, Idaho.

IN WITNESS WHEREOF, The said parties of the first part, have, as aforesaid, hereunto set their hand and seal the day and year first above written.

Allison Orme Giacoletto

Mark Giacoletto



Shelly Orme Clark



Clinton Howard Clark

Kaye Orme

STATE OF IDAHO,)
 ss.
County of Madison.)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Allisaon Orme Giacoletto and Mark Giacoletto**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

**GRANT DEED/DEED
OF CORRECTION**

Parties of the first part's spouses claim no interest in the premises but join in this conveyance in order to convey any doubtful interest.

THIS GRANT DEED/DEED OF CORRECTION is given to correct the legal description contained in that certain Grant Deed, recorded on February 06, 2025, as Instrument No. 606717, in the official records of Fremont County, Idaho.

IN WITNESS WHEREOF, The said parties of the first part, have, as aforesaid, hereunto set their hand and seal the day and year first above written.

Allison Orme Giacoletto

Mark Giacoletto

Shelly Orme Clark

Clinton Howard Clark



Kaye Orme

STATE OF IDAHO,)
 ss.
County of Madison.)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Allisaon Orme Giacoletto and Mark Giacoletto**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at:
My Commission Expires:

**GRANT DEED/DEED
OF CORRECTION**

A black and white photograph of a vast, flat landscape, possibly a coastal plain or tundra. The foreground is filled with low-lying, patchy vegetation and scattered rocks. In the middle distance, there are several small, dark, irregular mounds or rocks. The horizon is a straight line in the far distance, and the sky is bright and clear. The overall scene is desolate and open.

James of the Great Court, in the presence of the

STATE OF IDAHO,)
 ss.
 County of Madison.)

On this 1st day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Shelly Orme Clark and Clinton Howard Clark**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Mandy Davis
 Notary Public for Idaho
 Residing at: ST. Anthony
 My Commission Expires: 6/24/29

STATE OF IDAHO,)
 ss.
 County of Madison.)

On this 1st day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kaye Orme**, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that she executed the same.



Mandy Davis
 Notary Public for Idaho
 Residing at: ST. Anthony
 My Commission Expires: 6/24/29

**GRANT DEED/DEED
 OF CORRECTION**

Exhibit "A"

SW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$, in Section 17, Township 14 North Range 44 East, Boise Meridian, Fremont County, Idaho. EXCEPTING THEREFROM Tax No. 1516 particularly described as follows:

Beginning at a point 914.5 feet East and 611 feet North of the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian. Thence East 140.7 feet to the center of the road; thence North 54 30' East 325.5 feet to the East line of said 40-acre tract. Thence North 520 feet to the Northeast Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 17, township and range aforesaid thence West 405.5 feet, thence South 576.5 feet to the center of well, and thence South 132.5 feet to the place of beginning containing 6.20 acres, more or less, Fremont County, Idaho.

Also, all of Section 18 (less Lots 1, 2, 3, 12, 13, 14, 15, 16 & 17), Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

All of the above-described land containing 528.11 acres, more or less.



ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number OY-08513863

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.

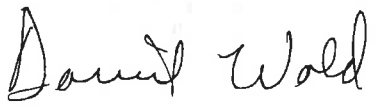
COVERED RISKS

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

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  President

Attest  Secretary

Countersigned By:

Curtice Smith

Authorized Signatory

RECEIVED

AUG 07 2007

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

- 1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

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

CONDITIONS

1. DEFINITION OF TERMS

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

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

- ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;
 - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3) a spouse who receives the Title because of a dissolution of marriage;
 - (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5) another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

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

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

the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured

Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

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

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

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

b. To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant

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

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

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

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

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

- i. the Amount of Insurance will be increased by 15%; and
- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

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

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

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

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

14. POLICY ENTIRE CONTRACT

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

- iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

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

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

b. *Choice of Forum*

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

17. NOTICES

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

18. CLASS ACTION

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

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org**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.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient

to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

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

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

Go to www.oldrepublictitle.com (Contact Us)

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

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

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

Affiliates Who May be Delivering This Notice

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

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

ISSUED BY
Old Republic National Title Insurance Company

Issuing Agent: Alliance Title & Escrow, LLC
Issuing Office: 130 E Main St., Rexburg, ID 83440
Issuing Office File Number: 1023763
Property Address: NNA Bareground, Island Park, ID 83429

Name and Address of Title Insurance Company:

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

File Number: 1023763

Policy Number: OY-08513863

Amount of Insurance: \$1,047,044.00
Date of Policy: December 24, 2025 9:42AM

Premium: \$3,146.00

1. The Insured is:

Parcel 1: K Bar Properties LLC, a Wyoming limited liability Company
Parcel 2: Clinton H. Clark and Shelly Orme Clark, as Co-Trustees of The Clinton and Shelly Clark Trust, dated October 26, 2018
Parcel 3: Kaye Orme

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

FEE SIMPLE

3. The Title is vested in:

Parcel 1: K Bar Properties LLC, a Wyoming limited liability Company
Parcel 2: Clinton H. Clark and Shelly Orme Clark, as Co-Trustees of The Clinton and Shelly Clark Trust, dated October 26, 2018
Parcel 3: Kaye Orme, a single woman

4. The Land is described as follows:

Parcel 1:

Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting therefrom:

Tax No. 1516 particularly described as follows:

BEGINNING at a point 914.5 feet East and 611 feet North of the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 14 North, Range 44 East, Boise Meridian;

Thence East 140.7 feet to the center of the road;

Thence North 54°30' East 325.5 feet to the East line of said 40 acre tract.

Thence North 520 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 17, Township and range aforesaid;
Thence West 405.5 feet;
Thence South 576.5 feet to the center of well and;
Thence South 132.5 feet to the PLACE OF BEGINNING; more or less, Fremont County, Idaho

Also:

All of Section 18 (less Lots 1, 2, 3, 12, 13, 14, 15, 16 & 17), Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting from the above described properties in Section 18 Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A Parcel of land situate, lying and being in the County of Fremont, and State of Idaho, and bounded and described as follows, to-wit:

BEGINNING at a point on the East and West center line thru' Section 18, Township 14 North, Range 44 East, Boise Meridian, and 763 feet West of the $\frac{1}{4}$ corner, common to Section 17 and 18, Township 14 North, Range 44 East, Boise Meridian and running;

Thence South $18^{\circ}36'$ West 402 feet, more or less, to the point of intersection with the North Bank of the channel of the Outlet of Henrys Lake, in Lot 9, Section 18, above described; Thence following in a Westerly and Northerly direction the meanderings of the North Bank of said outlet, to the point where the same intersects the East and West center line thru' said Section 18;

Thence East to the PLACE OF BEGINNING.

Also Excepting:

BEGINNING at a point on the South Bank of the outlet of Henrys Lake in Lot 10, Section 18, Township 14 North, Range 44 East, Boise Meridian, that bear $78^{\circ}12'$ East 4225.5 feet from the Northwest corner of the Southwest $\frac{1}{4}$ of Section 18, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho and running;

Thence South $38^{\circ}14'$ East 290 feet more or less to the point of intersection of said line with the West Bank of the said outlet;

Thence following in a Northerly and Westerly direction, the meanderings of said West Bank back to the POINT OF BEGINNING, more or less.

Parcel 2:

Government Lots 7 and 8 and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Excepting therefrom:

A portion of Government Lot 7 of Section 19, Township 14 North, Range 44 East, Boise Meridian and Fremont County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 19, said corner monumented with a USFS aluminum cap, recorded as Instrument No. 601700 in the Fremont County Clerk's Office;

Thence South $00^{\circ}42'14''$ East a distance of 1324.74 feet to the North $\frac{1}{16}$ corner of Sections 19 and 20, said corner monumented with a $\frac{5}{8}$ " iron rod with $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605513 in the Fremont County Clerk's Office;

Thence South $89^{\circ}12'05''$ West a distance of 2643.78 feet to the center North $\frac{1}{16}$ corner of said Section 19 and the POINT OF

BEGINNING. Said corner monumented with a $\frac{5}{8}$ " iron rod with a $2\frac{1}{2}$ " aluminum cap, recorded as Instrument No. 605512 in the Fremont County Clerk's Office;

Thence North $00^{\circ}32'24''$ West along the West line of Government Lot 7 a distance of 575.00 feet, said point on line monumented with a $\frac{5}{8}$ " iron rod with a plastic cap marked "K.L.T. PLS 10563; Thence continuing North $00^{\circ}32'24''$ West along said West line a distance of 2.50 feet to the Southerly ordinary high water mark of the Henry's Lake outlet;

Thence next fifteen (15) calls follow the Southerly ordinary highway water mark of the Henrys Lake Outlet;

- 1) Thence South $81^{\circ}27'01''$ East a distance of 57.62 feet;
- 2) Thence South $75^{\circ}00'00''$ East a distance of 102.00 feet;

- 3) Thence South 60°00'00" East a distance of 80.00 feet;
- 4) Thence South 70°00'00" East a distance of 50.00 feet;
- 5) Thence South 80°00'00" East a distance of 40.00 feet;
- 6) Thence South 74°00'00" East a distance of 93.00 feet;
- 7) Thence South 71°00'00" East a distance of 60.00 feet;
- 8) Thence South 69°00'00" East a distance of 105.00 feet;
- 9) Thence South 60°30'00" East a distance of 50.00 feet;
- 10) Thence South 56°30'00" East a distance of 130.00 feet;
- 11) Thence South 49°30'00" East a distance of 65.00 feet;
- 12) Thence South 38°15'00" East a distance of 60.00 feet;
- 13) Thence South 22°45'00" East a distance of 98.00 feet;
- 14) Thence South 14°26'00" East a distance of 65.00 feet;
- 15) Thence South 03°15'00" West a distance of 45.00 feet to the South line of the

North ½ of the Northeast ¼ of said Section 19;

Thence South 89°12'05" West along said South line a distance of 5.00 feet, said point on line monumented with a 5/8" iron rod with a plastic cap marked "K.L.T. PLS 10563"

Thence continuing South 89°12'05" West a distance of 835.00 feet to the POINT OF BEGINNING. more or less.

Excepting from the properties situated in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A strip of land 100 feet in width and having as its center line, a line BEGINNING at a point on the East Bank of outlet of Henrys Lake in Lot 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, that bears North 34°30' West 1090 feet from the Section corner common to Sections 17, 18, 19 and 20 of said Township 14 North, Range 44 East, Boise Meridian, and running;

Thence South 29°34' East 215 feet;

Thence South 26°52' West 1865 feet to a point in Lot 3 of Section 19, Township 14 North, Range 44 East, Boise Meridian;

Thence South 25°38' East 475 feet;

Thence South 4° 10' East 740 feet to the point of intersection of said line with the North Bank of the outlet of Henrys Lake in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, more or less.

Also Excepting:

BEGINNING at a point the East and West center line thru' Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, 815 feet West of the ¼ corner common to Sections 19 and 20 of Township 14 North, Range 44 East, Boise Meridian, running;

Thence North 17°17' West 238.5 feet to the point of intersection with the South Bank of the outlet of Henrys Lake in Lot 8, Section 19, said Township and Range;

Thence following the meanderings of said outlet in a Westerly and Southerly direction to the point where same intersects the center line of Section 19, Township 14 North, Range 44 East, Boise Meridian and; Thence East to the PLACE OF BEGINNING, more or less.

All of the South ½ of Section 19 (Less Lot 12) of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Also Less:

Lot 98, Block 11, Island Park Village Amended Plat, Fremont County, Idaho, as per the recorded plat thereof, together with the following adjacent parcel of land situated in the SESW1/4 of Section 19, of Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

BEGINNING at a point that is North 89°47'18" East 1164.44 feet from the Southwest corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and going; Thence North 00°06'57" West 1327.28 feet;

Thence North 89°47'54" East 160.84 feet to an intersection with an existing fence; Thence South 01°34'16" West 1327.94 feet along said fence line;

Thence South 89°47'18" West 121.75 feet to the POINT OF BEGINNING.

Also Less: Island Park Subdivision situated in Lot 12 Section 19, Township 14 North, Range 44 East, Boise Meridian

Also Less: BEGINNING at the Southwest corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and running;
Thence North 194.0 feet;
Thence South 55°36'00" East 341.54 feet, more or less to the South Section line;
Thence South 89°47'18" West 281.81 feet to the POINT OF BEGINNING. The above-described premises being also particularly described as that part of Lot 12 of Section 19, lying and being South and West to the Big Springs Road as now located.

Parcel 3:
Southwest ¼ of the Southwest ¼ of Section 17, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 12, 13, 14, 15, 16 and 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho.

Lots 1, 2, 3, 4, 5 and 6 of Section 19, Township 14 North, Range 44 East, Boise Meridian.

Also, a portion of Government Lot 7 of Section 19, Township 14 North, Range 44 East, Boise Meridian and Fremont County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 19, said corner monumented with a USFS aluminum cap, recorded as Instrument No. 601700 in the Fremont County Clerk's Office;
Thence South 00°42'14" East a distance of 1324.74 feet to the North 1/16 corner of Sections 19 and 20, said corner monumented with a 5/8" iron rod with 2-½" aluminum cap, recorded as Instrument No. 605513 in the Fremont County Clerk's Office;
Thence South 89°12'05" West a distance of 2643.78 feet to the center North 1/16 corner of said Section 19 and the POINT OF BEGINNING. Said corner monumented with a 5/8" iron rod with a 2-½" aluminum cap, recorded as Instrument No. 605512 in the Fremont County Clerk's Office;
Thence North 00°32'24" West along the West line of Government Lot 7 a distance of 575.00 feet, said point on line monumented with a 5/8" iron rod with a plastic cap marked "K.L.T. PLS 10563";
Thence continuing North 00°32'24" West along said West line a distance of 2.50 feet to the Southerly ordinary high water mark of the Henry's Lake outlet;
Thence next fifteen (15) calls follow the Southerly ordinary highway water mark of the Henrys Lake Outlet;

- 1) Thence South 81°27'01" East a distance of 57.62 feet;
- 2) Thence South 75°00'00" East a distance of 102.00 feet;
- 3) Thence South 60°00'00" East a distance of 80.00 feet;
- 4) Thence South 70°00'00" East a distance of 50.00 feet;
- 5) Thence South 80°00'00" East a distance of 40.00 feet;
- 6) Thence South 74°00'00" East a distance of 93.00 feet;
- 7) Thence South 71°00'00" East a distance of 60.00 feet;
- 8) Thence South 69°00'00" East a distance of 105.00 feet;
- 9) Thence South 60°30'00" East a distance of 50.00 feet;
- 10) Thence South 56°30'00" East a distance of 130.00 feet;
- 11) Thence South 49°30'00" East a distance of 65.00 feet;
- 12) Thence South 38°15'00" East a distance of 60.00 feet;
- 13) Thence South 22°45'00" East a distance of 98.00 feet;
- 14) Thence South 14°26'00" East a distance of 65.00 feet;
- 15) Thence South 03°15'00 West a distance of 45.00 feet to the South line of the North ½ of the Northeast ¼ of said Section 19;

Thence South 89°12'05" West along said South line a distance of 5.00 feet, said point on line monumented with a 5/8" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing South 89°12'05" West a distance of 835.00 feet to the POINT OF BEGINNING. more or less

Excepting from the above described properties situated in Lot 1 and Lot 3, Section 19, Township 14 North, Range 44 East, Boise Meridian, any portion lying within the following described properties deeded to Northfork Reservoir Company under deed instrument number 100946:

A strip of land 100 feet in width and having as its center line, a line BEGINNING at a point on the East Bank of outlet of Henrys Lake in Lot 17 of Section 18, Township 14 North, Range 44 East, Boise Meridian, that bears North $34^{\circ}30'$ West 1090 feet from the Section corner common to Sections 17, 18, 19 and 20 of said Township 14 North, Range 44 East, Boise Meridian, and running;

Thence South $29^{\circ}34'$ East 215 feet;

Thence South $26^{\circ}52'$ West 1865 feet to a point in Lot 3 of Section 19, Township 14 North, Range 44 East, Boise Meridian;

Thence South $25^{\circ}38'$ East 475 feet;

Thence South $4^{\circ}10'$ East 740 feet to the point of intersection of said line with the North Bank of the outlet of Henrys Lake in Lot 8, Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, more or less.

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

ISSUED BY
Old Republic National Title Insurance Company

File Number: 1023763

Policy Number: OY-08513863

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 due and payable.
8. Special assessments, if any, for the City of Island Park.
9. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
10. Special assessments for Local Improvement District(s) of the City of Island Park.
11. Ditch, road and public utility easements as the same may exist over the Land.
12. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.
13. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
14. 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.
15. Right-of-way for Henry's Lake Outlet and the rights of access thereto for maintenance of said outlet.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.

File No.: 1023763

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



16. The provisions contained in Quitclaim Deed,
Recorded: October 7, 1926,
Book No.: 28, Page 214 (Image not available)
As follows: Permanent easement for right of way for carrying the irrigation water of second party, at will, from its reservoir in Henry's Lake, Fremont County, Idaho and for the passage of persons and vehicles, and for inspection, construction, enlargement and repair of both the natural and artificial channels within such right of way, which right of way runs thru the above described property. Together with the right of ingress and egress to and from the said right of way over said property and other property. Also a permanent right and easement in the operation of the reservoir system and the delivery of irrigation water.
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: North Fork Reservoir Company
Purpose: Easement
Recorded: July 14, 1926
Instrument No.: 100722 (Image not available)
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: North Fork Reservoir Company
Purpose: Easement
Recorded: September 1, 1926
Instrument No.: 100946 (Image not available)
19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: North Fork Reservoir Company
Purpose: Easement
Recorded: September 15, 1926
Instrument No.: 100999 (Image not available)
20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: North Fork Reservoir Company
Purpose: Easement
Recorded: October 7, 1926
Instrument No.: 101112 (Image not available)
21. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Fall River Rural Electric Cooperative, Inc.
Purpose: Public Utilities
Recorded: August 1, 1996
Instrument No.: [442271](#) (Includes Additional Property)
22. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Fall River Rural Electric Cooperative, Inc.
Purpose: Public Utilities
Recorded: September 5, 2014
Instrument No.: [550166](#)
- The exact location and extent of said easement is not disclosed of record.
23. The right of the United States of America, acting through the U.S. Forest Service or any of its agencies, to regulate or limit the right of access to and from Orme Ranch Rd.



TRUSTEE'S DEED

THIS INDENTURE, Made this 17th day of June, 2010, between **Robert D. Orme**, of 221 East 3rd North, St. Anthony, ID 83445, as Trustee of the Doris K. Orme Testamentary Trust, the party of the first part, and **ALLISON GIACOLETTO**, a married woman of 202 South Chugwater, Cody, WY 83414; **SHELLY CLARK**, a married woman of 3342 South Longleaf Way, Boise, ID 83716; and **KAYE OLPIN**, a married woman with a mailing address of P.O. Box 765, Darby, MT 59829, the parties of the second part,

WITNESSETH. That the said party of the first part, as said Trustee, does hereby grant and convey unto the said parties of the second part, and to their heirs and assigns forever, all right, title and interest of said trust in and to the following described real property located in Fremont County, Idaho, to-wit:

See Attached Exhibit "A" (Known as the Island Park Property)

TO HAVE AND TO HOLD the said premises, together with all water rights, and all and singular tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all right, title and interest in and to said premises, as well in law as in equity,

IN WITNESS WHEREOF, the said trust, by and through its Trustee, has executed this deed the day and year first above written.

"Doris K. Orme Testamentary Trust"

By: Robert D. Orme
Robert D. Orme, Trustee

Microfilm No	530667
At	Day <u>SEP</u> 2010
At	11:57 O'Clock <u>AM</u>
ABBIE MACE	
FREMONT CO RECORDER	
Fee \$	116 - Deputy
Recorded at Request of <u>Right, Charles & Right</u>	

530667

STATE OF IDAHO,)

SS

County of Madison,)

On this 12 day of June, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert D. Orme**, known to me to be the person whose name is subscribed to the within instrument as Trustee of The Doris K. Orme Testamentary Trust and acknowledged to me that he executed the same as such Trustees of said trust.



[Signature]
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 03-12-2011

Exhibit "A"**Mtn. Meadow Pasture:**

All of Section 19 (less Lot 12) of Township 14 North, Range 44 East, Boise Meridian. Containing 568.54 acres, more or less.

ALSO LESS: Lot 98 Block 11 Island Park Village Amended Plat, Fremont County, Idaho, as per the recorded Plat thereof, together with the following adjacent parcel of land. Beginning at a point that is North 89°47'18" East 1164.44 feet from the Southwest Corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and going thence North 00°06'57" West 1327.28 feet; thence North 89°47'54" East 160.84 feet to an intersection with an existing fence; thence South 01°34'16" West 1327.94 feet along said fence line; thence South 89°47'18" West 121.75 feet to the point of beginning.

ALSO LESS: Beginning at the Southwest corner of Section 19, Township 14 North, Range 44 East, Boise Meridian, Fremont County, Idaho, and running thence North 194.0 feet; thence South 55°36'00" East 341.54 feet, more or less, to the South Section line, thence South 89°47'18" West 281.81 feet to the point of beginning. The above described premises being also particularly described as that part of lot 12, of Section 19, lying and being South and West to the Big Springs road as now located.

ALSO LESS: Island Park Subdivision

Also all of Section 18 (less Lots 1, 2, and 3), Township 14 North, Range 44 East, Boise Meridian. Containing 557.05 acres, more or less.

Also the SW1/4SW1/4, SW1/4NW1/4, N1/2SW1/4, in Section 17, Township 14 North, Range 44 East, Boise Meridian, EXCEPTING THEREFROM Tax No. 1 particularly described as follows:

Beginning at a point 914.5 feet East and 611 feet North of the Southwest corner of the NW1/4SW1/4 of Section 17, Township 14 North, Range 44 East, Boise Meridian. Thence East 140.7 feet to the center of the road; thence North 54°30' East 325.5 feet to the East line of said 40 acre tract. Thence North 520 feet to the Northeast Corner of the NW1/4SW1/4 of said Section 17, township and range aforesaid, thence West 405.5 feet, thence South 576.5 feet to the center of well, and thence South 132.5 feet to the place of beginning. Fremont County, Idaho.

All of above described land containing 1,279.39 acres, more or less.

TRUSTEE'S DEED / DEED OF CORRECTION

THIS INDENTURE, Made this 17th day of June, 2010, between **Robert D. Orme**, of 221 East 3rd North, St. Anthony, ID 83445, as Trustee of the Doris K. Orme Testamentary Trust, the party of the first part, and **ALLISON GIACOLETTO**, a married woman of 202 South Chugwater, Cody, WY 83414; **SHELLY CLARK**, a married woman of 3342 South Longleaf Way, Boise, ID 83716; and **KAYE OLPIN**, a married woman with a mailing address of P.O. Box 765, Darby, MT 59829, the parties of the second part,

WITNESSETH, That the said party of the first part, as said Trustee, does hereby grant and convey unto the said parties of the second part, and to their heirs and assigns forever, all right, title and interest of said trust in and to the following described real property located in Fremont County, Idaho, to-wit:

Feedlot and Quonset Building:

Tract 1:

Beginning at a point 1002 feet South of the Northeast Corner of the Southeast Quarter of Section 7, Township 7 North, Range 40 East; Boise Meridian, Idaho, thence South 56°00" West 432 feet, thence North 34°00" West 120 feet to the South Bank of the Union Canal; thence South 56°00" West 1162 feet; thence South 306 feet to the North bank of the Independent Canal; thence Northeasterly along said canal to a point that is South 271 feet and South 56°00" West 656 feet to the point of beginning; thence North 56°00" East 656 feet; thence North 271 feet to the place of beginning.

Tract 2:

Beginning at a point that is 858 feet South and South 56°00" West 512 feet of the Northeast Corner of the Southeast Quarter of Section 7, Township 7 North, Range 40 East, Boise Meridian, Fremont County, Idaho; thence North 34°00" West 28 feet, more or less to a point on the South bank of the Union Canal; thence Southwesterly along the South bank of said canal to the West Line of the Southeast Quarter of said Section 7; thence South 106 feet, more or less, to a point which is on a straight line South 56°00" West of the point of beginning; thence North 56°00" East 1162 feet, more or less, to the point of beginning.

Microfilm No. 530751
At 28th Day Sept 2010
At 9:58 O'Clock A.M.
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 10.00 Deputy SE
Recorded at Request of Righty Andrus & Righty

LESS Right of Way

An irregular strip of land being all that portion of the E1/2SE1/4 of Section 7, Township 7 North, Range 40 East, Boise Meridian; lying situate between the Independent Canal and the St. Anthony Union Canal and east of a line 25 feet distant Westerly from and parallel to the following described center line of road as surveyed and shown on the official plat of the Rexburg-Parker-St. Anthony S-6770(1) Road Survey on file in the office of the Department of Highways of the State of Idaho.

Beginning at Station 168+30 of the said Road Survey, which station is a point on tangent on the North Bank of the Independent Canal approximately 1108 feet North and 15.0 feet west from the Southeast corner of Section 7, Township 7 North, Range 40 East, Boise Meridian; thence running North 0°45' West 630 feet to Station 174+60 of said Survey, which station is a point on tangent on the South Bank of the St. Anthony Union Canal approximately 1738 feet North and 25.0 feet West from the Southeast corner of Section 7, Township 7 North, Range 40 East, Boise Meridian.

This deed is being re-recorded to less the right-of-way.

TO HAVE AND TO HOLD the said premises, together with all water rights, and all and singular tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all right, title and interest in and to said premises, as well in law as in equity.

IN WITNESS WHEREOF, the said trust, by and through its Trustee, has executed this deed the day and year first above written.

"Doris K. Orme Testamentary Trust"

By: Robert D. Orme
Robert D. Orme, Trustee

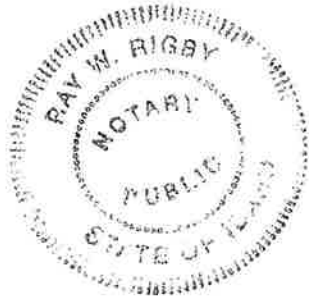
530751

STATE OF IDAHO,)

ss

County of Madison.)

On this 17th day of June, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert D. Orme**, known to me to be the person whose name is subscribed to the within instrument as Trustee of The Doris K. Orme Testamentary Trust and acknowledged to me that he executed the same as such Trustees of said trust.



Ray W. Rigby
Notary Public for Idaho

Residing at: Rexburg, Idaho

My Commission Expires: 03-12-2011



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

October 14, 2026

K BAR PROPERTIES LLC
202 S CHUGWATER DR
CODY WY 82414-9411

Re: Change in Water Right Ownership: 21-157 (Split into 21-157, 21-13353 and 21-13354), 21-163 (Split into 21-163, 21-13355, and 21-13356), and 21-10570 (Split into 21-10570, 21-13357, 21-13358), and 21-10498 (No split).

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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

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

If you have any questions concerning the enclosed information, please contact me at 208-497-3790.

Sincerely,

McKenna Webster
Water Resource Agent

Enclosure(s)

c: WATER DISTRICT 1