



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY
File Number: P25-018
Date Received: 5/2/25
By: GB
Fee Paid: \$2200
Approved Date:
Denied Date:
By:

**Lot Line Shift Application**

OWNER INFORMATION	
Owner Name:	Matt G. Dill, Gannon Michael Tidwell & Jennifer Lyn Tidwell, and William R. Kelly
Mailing Address:	4641 POST ST # 5224, EL DORADO HILLS, CA 95762
Phone:	Bruce Smith - Alpine Enterprises Inc. - (208) 727-1988
Email:	bsmith@alpineenterprisesinc.com
PROJECT INFORMATION	
Name of Proposed Plat:	Jade Subdivision
Representative of Owner:	Bruce Smith - Alpine Enterprises Inc.
Phone:	(208) 727-1988
Mailing Address:	P.O. Box 2037, Ketchum, ID 83340
Email:	bsmith@alpineenterprisesinc.com
Legal Land Description:	Tax Lots 2511 & 5101
Project Address:	205 Jade Street
Number of Lots:	2
Number of Units:	2
Total Land Area in Square Feet:	29,220 S.F.
Current Zoning District:	Limited Residential (LR)
Overlay District:	<input type="checkbox"/> Flood <input checked="" type="checkbox"/> Mountain <input type="checkbox"/> Avalanche
Easements to be Dedicated on the Final Plat (Describe Briefly):	
New Access & Utility Easement	
Existing Waterline & Power Easements	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

*Bruce S.*

04/21/2025

Signature of Owner/Representative Bruce Smith PLS - Alpine Enterprises Inc.

Date

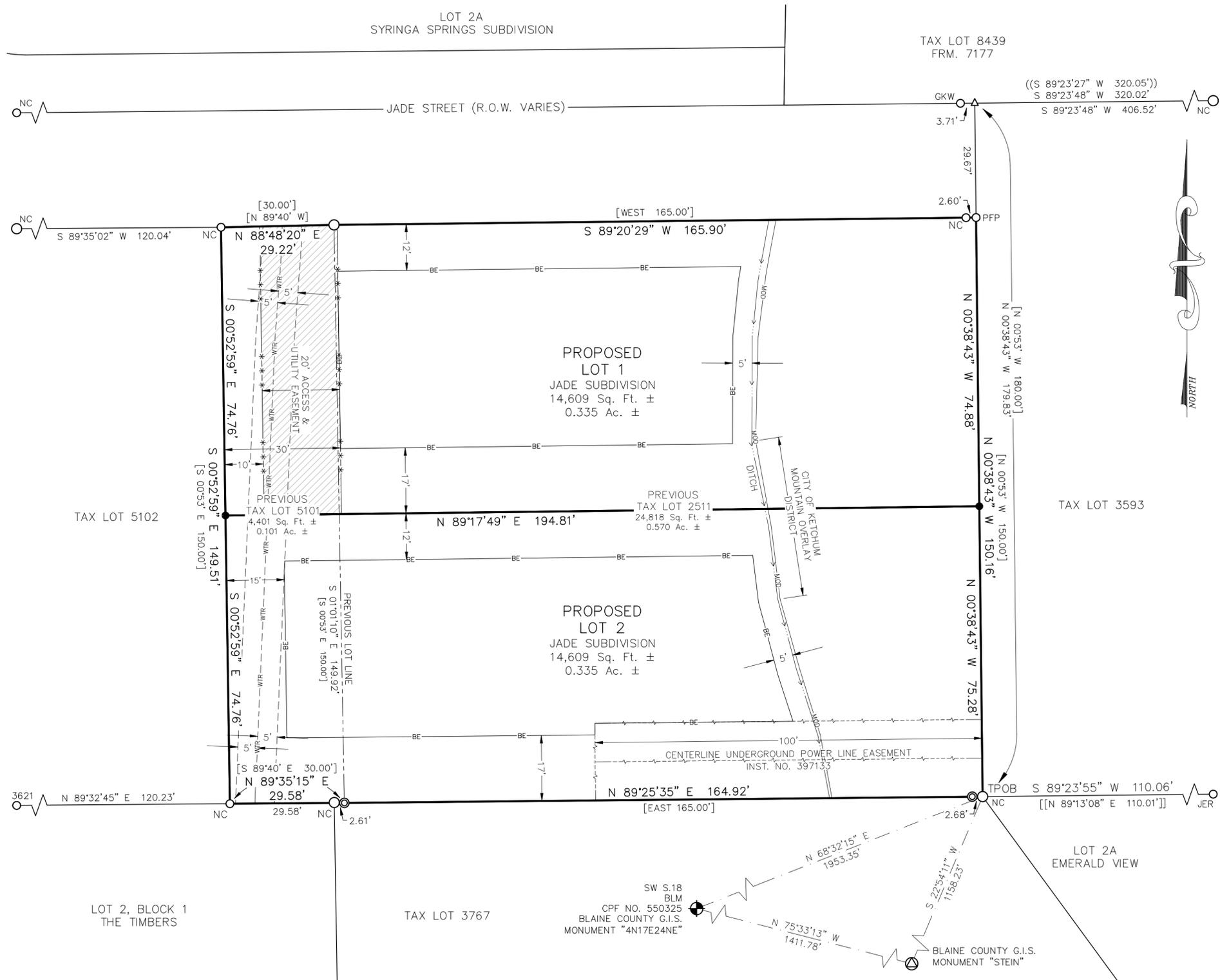
Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

Facebook/CityofKetchum | twitter.com/Ketchum\_Idaho | www.ketchumidaho.org

# A PLAT SHOWING JADE SUBDIVISION

WHEREIN THE LOT LINE COMMON TO TAX LOTS 2511 & 5101 IS SHIFTED  
CREATING LOTS 1 & 2, JADE SUBDIVISION AS SHOWN HEREON  
LOCATED WITHIN  
SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JUNE 2025



- ### LEGEND
- Subject Boundary
  - Centerline Right-of-Way
  - Adjoiner Lot Lines
  - Eliminated Lot Line
  - 20' Wide Access & Utility Easement
  - Building Envelopes
  - 20' Wide Underground Power Line Easement, Inst. No. 397133
  - 6" Water Main - Centerline of Easement
  - 10' Wide Waterline Easement, Inst. No. 188427
  - Mountain Overlay District (City of Ketchum)
  - Ditch Flow Line
  - Blaine County G.I.S. Tie
  - FND IP - Found Iron Pipe
  - Found Brass Cap, as Shown
  - Found Aluminum Cap, as Shown
  - Found 1/2" Rebar, as Shown
  - Found 5/8" Rebar, as Shown
  - Set 1/2" Rebar, PLS 7048
  - Calculated Point, Nothing Set
  - TPOB True Point of Beginning
  - NC No Cap
  - [ ] Record Bearing and Distance
  - Blaine County Assessor Tax Lot Legal Descriptions
  - (( )) Record Bearing and Distance
  - Instrument Number 648892

- ### NOTES
- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83, (1992) Central Zone, at Grid in US Survey Feet with a Combined Project Scale Factor of 0.99968040 and a Grid North to Geodetic North Convergence Angle of N 00°14'53" E. Ground distances will be slightly longer.
  - 2) Boundary Information used or considered includes:
    - Syringa Springs Subdivision, Instrument Number 302320;
    - Coho Office Condominiums, Instrument Number 333721;
    - Lot 2A, Syringa Springs Subdivision, Instrument Number 470534;
    - The Timbers, Instrument Number 535763;
    - Lot 1A, Irby Subdivision, Instrument Number 588845;
    - Emerald View : Lots 1A & 2A; Instrument Number 608012;
    - Record of Survey, Instrument Number 648892;
    - Replat of Lot 2, Gem Street Subdivision, Instrument Number 693437;
    - all Records of Blaine County, Idaho.
  - 3) The 20' Access and Utility Easement on Lot 1 is to Benefit Lot 2 for the purposes of Ingress, Egress and Public Utilities.
  - 4) The Underground Power Easement on Lot 2, Inst. No. 397133 is to Benefit Idaho Power Company for the Installation and Maintenance of Underground Power Lines and Facilities.
  - 5) The 10' Waterline Easement shown is per Inst. No. 188427 "Agreement For Easement" to Benefit the City of Ketchum for the for the purposes of Construction Maintenance, Connection and Repair. Said Easement shown hereon is the actual physical location of said Waterline per City Utility Dept. and the field location of Valves and differs slightly from the Record Premises. Any damage to the driveway resulting from said construction, maintenance, connection or repair of the water line is the responsibility of the property owners of Lots 1 and 2 at their sole expense.
  - 6) There shall be a 10' Centered Ditch Maintenance Easement along said Ditch to Benefit the Water Users.

### SURVEYOR NARRATIVE

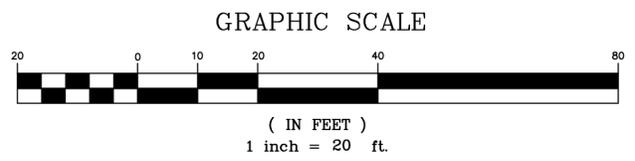
The purpose of this plat is to shift the line between Tax Lots 5101 & 2511 creating Lots 1 & 2 of Jade Subdivision. Found monuments were accepted except the double monuments on the easterly boundary where the the westerly monuments were rejected and care was given to make sure the adjoiners got their deeded distances and areas.



JADE SUBDIVISION  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 1 OF 3

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_ South Central Public Health District, EHS



# CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned, are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

TAX LOT 2511: Beginning at a point on the East side of State Hwy 75, 695 feet North and approximately 1349.6 West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING; Thence East 165 feet; Thence North 0°53' West, 150 feet, paralleling the East Boundary of State Hwy 75; Thence West 165 feet; Thence South 0°53' East, 150 feet to the True Point of Beginning.

And

Tax Lot 5101: Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South ¼ Corner of said Section 18; Thence North 0°53' West, 150 feet; Thence North 89°40' West, 30 feet; Thence South 0°53' East, 150 feet; Thence South 89°40' East, 30 feet to the place of beginning; Records of the Blaine County Assessor.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat and to Re-Plat it as shown hereon.

\_\_\_\_\_  
Mathew G. Dill

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said State, personally appeared MATHEW G. DILL, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he 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

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Gannon Michael Tidwell

\_\_\_\_\_  
Jennifer Lyn Tidwell

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said State, personally appeared GANNON MICHAEL TIDWELL and JENNIFER LYN TIDWELL, Husband and Wife as to an undivided ½ interest, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
William R. Kelly

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said State, personally appeared WILLIAM R. KELLY, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he 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

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My Commission Expires

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_day of \_\_\_\_\_, 2025, this Plat was duly Accepted and Approved.

\_\_\_\_\_  
Trent Donat, City Clerk, City of Ketchum

**CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2025, and Certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

\_\_\_\_\_  
Paige Nied, City Planner, City of Ketchum

**CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this Plat on this \_\_\_\_day of \_\_\_\_\_, 2025 and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer,  
City of Ketchum

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Jade Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of JADE SUBDIVISION have been paid in full on this \_\_\_\_ day of \_\_\_\_\_ 2025. This Certification is valid for the next thirty (30) days only.

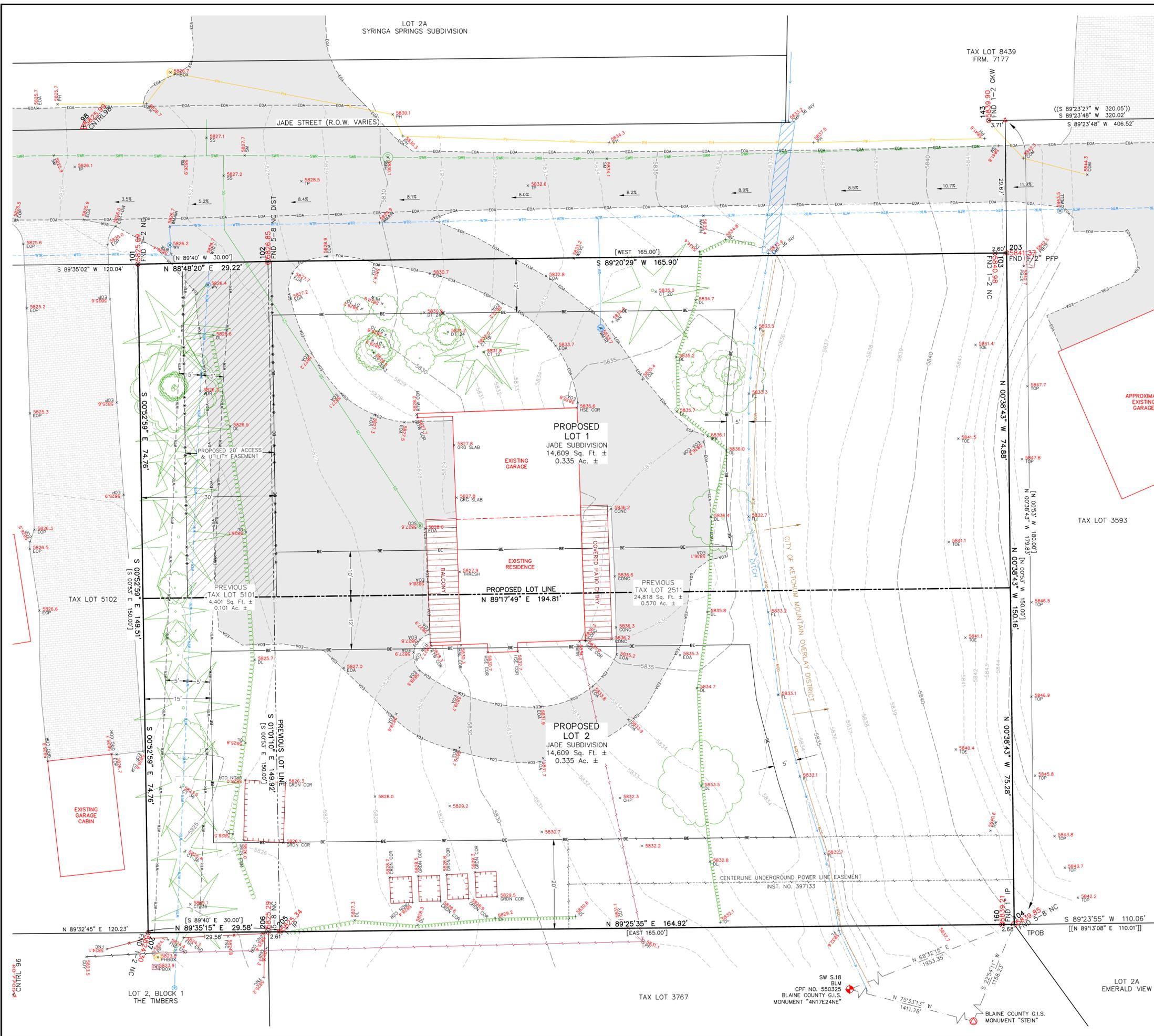
\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder



### LEGEND

- Subject Boundary
- Centerline Right-of-Way
- Adjoiner Lot Lines
- Proposed Lot Line
- Previous Lot Line (To Be Removed)
- Proposed 20' Wide Access & Utility Easement
- Proposed Building Envelopes
- Existing Building/Structure
- Existing Deck/Covered Patio
- EOA - Edge of Asphalt
- CONC - Existing Concrete Pad
- EOP - Existing Pavers
- FL - Flow Line Canal
- DL - Dripline/Edge of Vegetation
- FNC - Existing Fence
- OHP - Overhead Power Line
- GRDN - Existing Garden
- CMP - Corrugated Metal Pipe/Culvert
- 5' Contour (Alpine 2023)
- 1' Contour (Alpine 2023)
- SM - 8" Sewer Main
- SS - Sewer Service
- WMAIN - 6" Water Main
- WS - Water Service
- 10' Waterline Easement, Inst. No. 188427
- 20' Underground Power Line Easement, Inst. No. 397133
- Mountain Overlay District (City of Ketchum)
- Blaine County G.I.S. Tie
- CNTRL - Survey Control
- FND IP - Found Iron Pipe
- Found Brass Cap, as Shown
- Found Aluminum Cap, as Shown
- Found 1/2" Rebar, as Shown
- Found 5/8" Rebar, as Shown
- Calculated Point, Nothing Set
- WV - Water Valve
- WMTR - Water Meter
- FH - Fire Hydrant
- DWELL - Dry Well
- PBOX - Power Box
- PHBOX - Phone Box
- PP - Power Pole
- GUY - Power Pole Guy Wire
- SGN - Street Sign
- CT - Coniferous Tree
- Existing Road Grade
- TPOB True Point of Beginning
- NC No Cap
- HSE COR House Corner
- RTW Retaining Wall
- TP Top of Pavement Elevation
- TOP Top of Slope
- TOE Toe of Slope
- THRESH Threshold Elevation
- SLAB Garage Slab Elevation
- INV Invert Elevation
- [ ] Record Bearing and Distance
- (( )) Record Bearing and Distance
- Instrument Number 648892

### NOTES

- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83, (1992) Central Zone, at Grid in US Survey Feet with a Combined Project Scale Factor of 0.99968040 and a Grid North to Geodetic North Convergence Angle of N 00°14'53" E. Ground distances will be slightly longer.
- 2) Boundary information used or considered includes:
  - Syringa Springs Subdivision, Instrument Number 302320;
  - CoHo Office Condominiums, Instrument Number 333721;
  - Lot 2A, Syringa Springs Subdivision, Instrument Number 470534;
  - The Timbers, Instrument Number 535763;
  - Lot 1A, Irby Subdivision, Instrument Number 588845;
  - Emerald View - Lots 1A & 2A; Instrument Number 608012;
  - Record of Survey, Instrument Number 648892;
  - Replat of Lot 2, Gem Street Subdivision, Instrument Number 693437;
  - all Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on the original plat, subsequent surveys, and other documents that may affect the Subject Property.
- 4) The easements shown herein are based on actual Utility locations determined on the ground and not per the Record Easement Dimensions.
- 5) Utility Locations shown are based on visual surface evidence, City Maps and Digline Locate point. Utilities should always be verified by Digline before any excavation.
- 6) The Subject Properties are within the City of Ketchum Limited Residential District, LR. Please refer to the City of Ketchum's Code of Ordinances for more information about this zone including Building Setbacks.
- 7) Not all trees and vegetation are shown, some locations are approximate.
- 8) Owners of Record:
  - Matt G. Dill - Gannon Michael Tidwell
  - Jennifer Lynn Tidwell - William R. Kelly
  - 4641 Post St. #5224, El Dorado Hills, CA 95762

### GRAPHIC SCALE

( IN FEET )  
1 inch = 10 ft.

PROJECT PATH AND PRINT DATE: U:\Carlson\Projects\2055\_K\_ILs2511-5101\_PrePlat2024.dwg 04/21/2025 10:44:16 AM MST  
 A SITE PLAN SHOWING EXISTING AND PROPOSED CONDITIONS FOR  
**JADE SUBDIVISION**  
 WHEREIN THE LOT LINE COMMON TO TAX LOTS 2511 & 5101 IS ADJUSTED  
 CREATING LOT 1 & LOT 2. JADE SUBDIVISION AS SHOWN HEREON  
 WITHIN S.18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR DILL, TIDWELL, & KELLY

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1986  
 email: tsam@alpineenterprises.com

PROFESSIONAL LAND SURVEYOR  
 STATE OF IDAHO  
 No. 7448  
 BRUCE HAWES

NO	DATE	BY	REVISIONS

SHEET 1 OF 1

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 18th day of October, 1978, by and between JOSEPH RENE LAFLEUR and MAUREEN LAFLEUR, husband and wife, hereinafter referred to as Grantors, and the CITY OF KETCHUM, Idaho, a municipal corporation, organized and existing under and by virtue of the law of the State of Idaho, hereinafter referred to as Grantee.

WITNESSETH: WHEREAS, the Grantors are the owners of the following described lands and premises situate in the City of Ketchum, County of Blaine, State of Idaho, more particularly described as follows, to-wit:

A parcel of land in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Eighteen (18) Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, more particularly described as follows: Beginning at a point on the East side of U.S. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 330 feet to the true point of beginning; thence East 165 Feet; thence North 0° 53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93; thence West 165 feet; thence South 0° 53' East 150 feet to the true point of beginning.

That portion of the SE1/4 SW1/4 of Section 18, Township 4 North, Range 18 East Boise Meridian as follows: Beginning at a point approximately 695 feet North and 1049.5 feet North 89° 40' West from the South 1/4 corner of said Section 18; thence North 0° 53' West 150 feet; thence North 89° 40' West 30 feet; thence South 0° 53' East 150 feet; thence South 89° 40' East 30 feet to place of beginning.

WHEREAS, the Grantee is desirous of installing a subterranean water pipeline through, over and across the

portion of the above-described land in conjunction with a general project for the installation of a subterranean pressure water system throughout the corporate limites of the Grantee, and the Grantee, as an inducement and as consideration for the easement hereinafter provided for and conveyed by the Grantors to the Grantee, will do certain paving and connect the premises of the Grantors to said water system upon completion and the Grantee will give certain assurances to the Grantors hereinafter set forth with respect to the maintenance of said easement after the initial installation of waterline has been made and is the mutual desire of the parties hereto to reduce their respective agreements to writing.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, the parties hereto covenant and agree each with the others as follows: The Grantors for and in consideration of the promises and agreements of the Grantee hereinafter more particularly set forth, we hereby irrevocably grant an easement in perpetuity through, over and across that portion of the above-described lands of the Grantors more particularly described as follows, to-wit:

A 10 foot permanent waterline easement lying in the South 1/2 of the Southwest 1/4 of Section 18, Township 4 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, lying Westerly of and adjacent to the following described line.

Commencing at the Southeast corner of the S 1/2 SW 1/4 Section 18; thence North 695 feet; thence West 1,049.6 feet to the REAL POINT OF BEGINNING; thence North 44° 07' East 35 feet; thence North 0° 53' West 130 feet to the Point of Ending of the above described permanent waterline easement.

Said easement herein granted to be limited to ten feet in width and only for the purpose of construction, maintenance, connection and repair through, over and across the last above-

AGREEMENT FOR EASEMENT/2

described portion of the Grantors' land which easement includes the right to all necessary access for the Grantee to enable the Grantee or its employees and agents do any necessary repair work, maintain or connection work on the said subterranean water pipeline installed within said area subject, however, to the following conditions.

The Grantee covenants and agrees that it will timely complete the work of installing said subterranean waterline and restore the surface to its former condition.

The Grantee covenants and agrees that it will so locate said waterline, that the same will not damage or interfere with the growth of existing trees on the western end of the property of the Grantors and that in the event such installation or any maintenance hereafter conducted pursuant to this easement does cause damage to any tree or trees of the Grantors, their heirs, successors or assigns, that the Grantee will cause such tree or trees to be replaced at the expense of the Grantee.

The Grantee covenants and agrees that it will provide a water hookup to the Grantors and will cause the same to be plumbed in to the existing waterline of the Grantors at the wellhead of the Grantors which installation will include any necessary meters for the purpose of metering water consumed by the Grantors, which installation by Grantee will occur not later than May 31, 1979.

The Grantee covenants and agrees that in the event winter maintenance to said line necessitates the removal of any snow whether the same is caused by natural snow fall or by plowing operations of the Grantors, that the Grantee will cause the same to be removed and displaced to a location that will not interfere with the ingress and egress of the Grantors to their said premises.

AGREEMENT FOR EASEMENT/3

As a further consideration to the Grantors for the execution of this Easement the Grantee covenants and agrees that it will pave Leadville Avenue from the intersection of Gem Street to Jade Street to the entrance of the driveway of the Grantors on or before August 31, 1979.

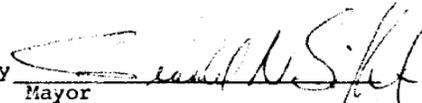
IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals the day and year first above written and the Grantee by resolution of the City Council has caused this instrument to be executed the day and year first above written.

  
JOSEPH RENE LAFLEUR

  
MAUREEN LAFLEUR

Grantors

CITY OF KETCHUM, IDAHO  
A municipal corporation

By   
Mayor

  
  
City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 18<sup>th</sup> day of October, 1978, before me a Notary Public in and for said state, personally appeared JOSEPH RENE LAFLEUR and MAUREEN LAFLEUR known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.



*Sami Bell Moore*  
Notary Public  
Residing at Ketchum, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 12<sup>th</sup> day of October, 1978, before me a Notary Public in and for said state, personally appeared GERALD SEIFFERT, known to me to be the Mayor of the City of Ketchum that executed the within instrument and acknowledged to me that the City of Ketchum, Idaho, executed the same.



*James B. Jaquet*  
Notary Public  
Residing at Ketchum, Idaho

RECORDED  
INDEXED  
OCT 23 1978  
COUNTY OF BLAINE

*Mary Ann*  
MARIE NE LIVA

*James M. Blalock*  
NOV 6 1978

NO. 188427

AGREEMENT FOR EASEMENT/5



UNDERGROUND POWER LINE EASEMENT  
INDIVIDUAL

Rene Laflurr

and NA

Grantor(s) of Blaine County, State of Idaho do hereby grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1221 Idaho Street, Boise, Idaho, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line and related facilities, including, but not limited to, pad mounted transformers, including the perpetual right of ingress and egress, at all reasonable times, to construct, maintain and repair underground power lines and above ground pad mounted transformers over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines and transformers, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines, over, on and across the following premises, belonging to the said Grantor(s) in BLAINE County, State of IDAHO, in the following location, to-wit:

A parcel of land in the SE1/4SW1/4 Section 18, T4N, R18E, BM, Blaine County, Idaho, more particularly described as follows:

A 20.0 foot strip of land being 10.0 feet on each side of the following described survey line:

Commencing at the South quarter corner of said Section 18 and running thence West a distance of 1049.6 feet; thence North a distance of 705 feet; thence East a distance of 65 feet to the REAL POINT OF BEGINNING; thence continuing East a distance of 100 feet to the point of terminus.....

The electrical system generally will consist of buried power wires, above ground pad mounted transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

Executed and delivered this 3/9/96 day of \_\_\_\_\_, 19\_\_\_\_.

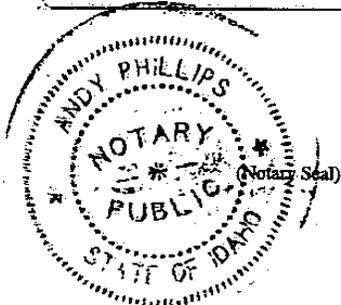
Rene Laflurr  
\_\_\_\_\_  
\_\_\_\_\_

For County Recorder's Use Only

Easement  
BLAINE CO. REQUEST  
OF: Rene Laflurr

397133

'96 DEC 6 PM 12 55  
MARY GREEN, CLERK  
FEES \$ 3.00 YMP



STATE OF Idaho }  
County of Blaine } ss.

On this 9th day of May, 1996, before me, ANDY PHILLIPS  
a Notary Public, personally appeared RENE LAFLURR and  
known to me to be the person(s) who executed the foregoing  
instrument and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

Andy Phillips  
Notary Public, residing at \_\_\_\_\_  
Commission expires July 20 192000

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,  
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.  
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE  
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME  
COUNTERPART.



---

## WARRANTY DEED

FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest

GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills,  
CA 95762

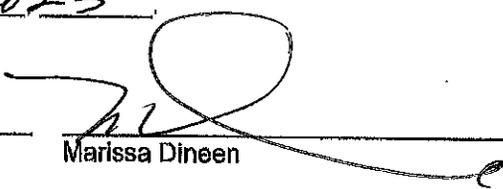
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

Dated this 7<sup>th</sup> day of October 2023

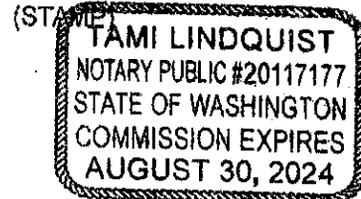
Hubert Esperon 

  
Marissa Dineen

~~State of Idaho~~ State of Washington  
~~County of Blaine~~ County of King

This record was acknowledged before me on 07 day of October, 2023, by Hubert  
~~Esperon and Marissa Dineen.~~

Tami Lindquist  
Notary Public ~~Curtis S. Chambers~~ Tami Lindquist  
My Commission Expires: 08/30/2024 BS4WDR



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;  
Thence East 165 feet;  
Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;  
Thence West 165 feet;  
Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South  $\frac{1}{4}$  corner of said Section 18;  
Thence North 0°53' West 150 feet;  
Thence North 89°40' West 30 feet;  
Thence South 0°53' East 150 feet;  
Thence South 89°40' East 30 feet to the place of beginning

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,  
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.  
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE  
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME  
COUNTERPART.



**WARRANTY DEED**

FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest

GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills,  
CA 95762

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

Dated this 7 day of October, 2023

h | e  
Hubert Esperon

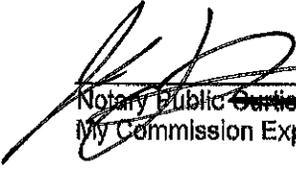
N/A (B)  
Marissa Dineen

TARGHEE JAMES BYERLY  
Notary Public - State of Idaho  
Commission Number 20233156  
My Commission Expires Aug 10, 2029

[Signature] 10/7/23

State of Idaho  
County of Blaine

This record was acknowledged before me on 7 day of October, 23, by Hubert  
Esperon ~~(and Marissa Dineen.)~~  
N/A

 10/17/23  
~~Notary Public Curtis S. Chambers~~ Targhee James Byerly  
My Commission Expires: Aug 10 29 ~~BC#WBI~~

(STAMP)

TARGHEE JAMES BYERLY  
Notary Public - State of Idaho  
Commission Number 20233156  
My Commission Expires Aug 10, 2029

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

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Thence North 0°53' West 150 feet;  
Thence North 89°40' West 30 feet;  
Thence South 0°53' East 150 feet;  
Thence South 89°40' East 30 feet to the place of beginning

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
(208) 726-0700

  
Authorized Countersignature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "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.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land 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 to be insured by the Policy
  - d. "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.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date 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.
  - i. "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.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I - Requirements;
  - f. Schedule B, Part II - Exceptions; and
  - g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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## 10. CLASS ACTION

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

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:**

Issuing Agent: Blaine County Title, Inc.  
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340  
Issuing Office's ALTA® Registry ID: 1074245  
Loan ID Number:  
Commitment Number: 2325199  
Issuing Office File Number: 2325199  
Property Address: 205 Jade St., Ketchum, ID 83340  
Revision Number:

**SCHEDULE A**  
**COMMITMENT**

1. Commitment Date: August 29, 2023 at 8:00 A.M.
2. Policy to be issued:
  - (a) 2021 ALTA® Owner's Policy  
Proposed Insured: Matthew G. Dill  
Proposed Amount of Insurance: \$ 2,655,000.00  
The estate or interest to be insured: Fee Simple
  - (b) 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance \$  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Hubert Esperon and Marissa Dineen, husband and wife  
and, as disclosed in the Public Records, has been since April 04, 2011
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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**ORT Form 4757 A**

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021  
File No. 2325199

## EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

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Thence East 165 feet;

Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;

Thence West 165 feet;

Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

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Thence North 0°53' West 150 feet;

Thence North 89°40' West 30 feet;

Thence South 0°53' East 150 feet;

Thence South 89°40' East 30 feet to the place of beginning

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**ORT Form 4757 A**

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021

File No. 2325199

# SCHEDULE B I

## COMMITMENT

### REQUIREMENTS

File No.: 2325199

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Hubert Esperon and Marissa Dineen, husband and wife to Matthew G. Dill conveying the title to the Land herein described.
5. The Company requires evidence of the marital status of **Matthew G. Dill**. If said person is married the Company requires the joinder of the spouse.
6. If the policies to be issued are in excess of \$1,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Old Republic National Title Insurance Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Old Republic National Title Insurance Company.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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**ORT Form 4757 B I**

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

# SCHEDULE B II

## COMMITMENT

### EXCEPTIONS FROM COVERAGE

File No.: 2325199

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. 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.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

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**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

# SCHEDULE B II

## COMMITMENT

### EXCEPTIONS FROM COVERAGE

10. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$8,761.24, which are paid in full. (Parcel No. RPK4N180180570)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
14. Agreement for Easement, including the terms and provisions thereof, recorded November 6, 1978 as [Instrument No. 188427](#), records of Blaine County, Idaho.
15. Underground Power Line Easement, including the terms and provisions thereof, recorded December 6, 1996 as [Instrument No. 397133](#), records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.



<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don’t share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don’t share</b>
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don’t share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don’t share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don’t share</b>



Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

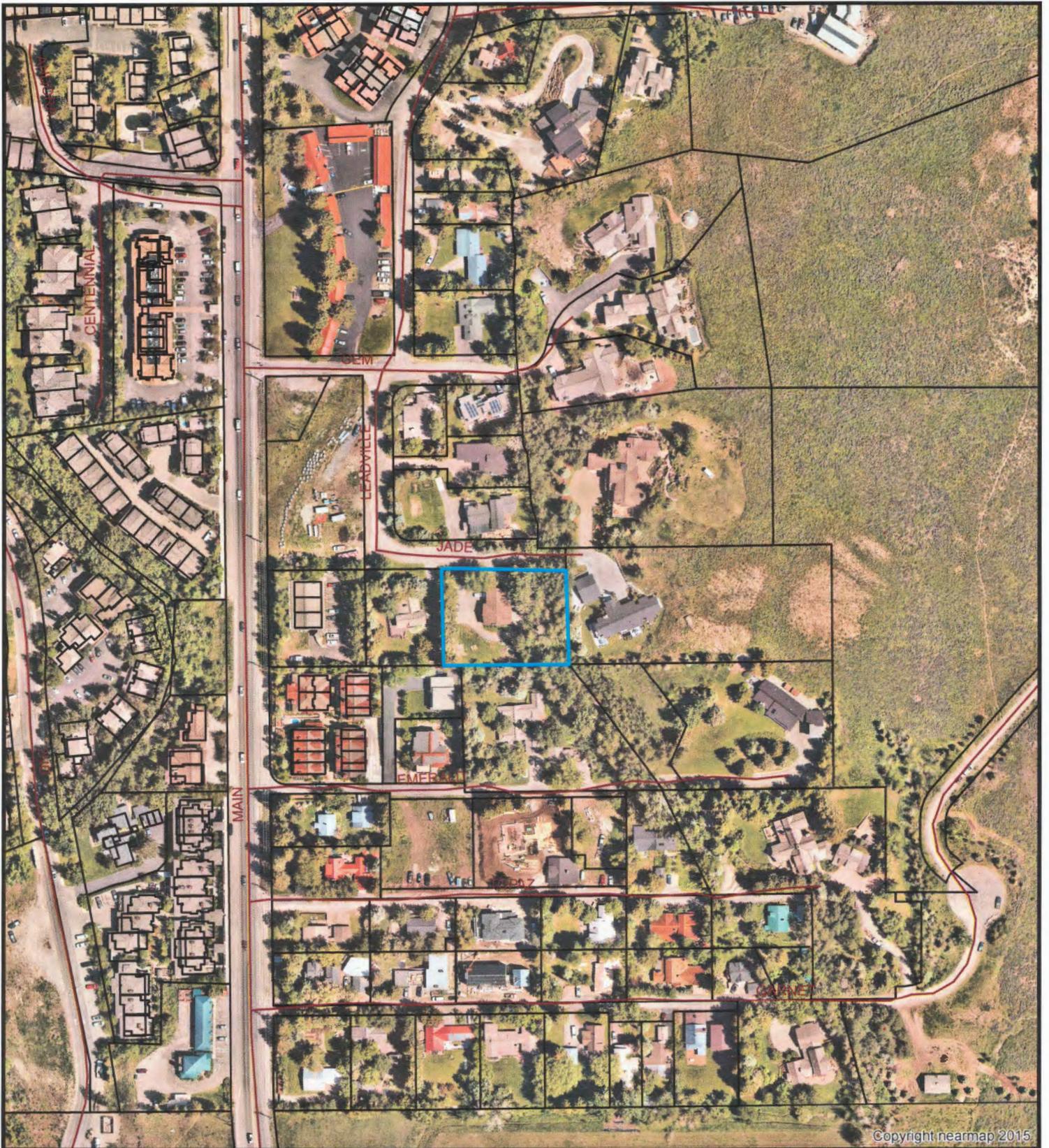
Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

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, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <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></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### 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 Company	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 Company	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 Concepts	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		



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0 100 200  
Feet  
1 inch = 200 feet

A Vicinity Map Showing  
The Proposed Jade Subdivision  
Tax Lots 2511 & 5101, 205 Jade St.  
City of Ketchum  
Blaine County, Idaho

ALPINE ENTERPRISES INC.  
PO Box 2037  
660 Bell Drive, Unit 1  
Ketchum, Idaho  
208-727-1988

June 2023