



Pioneer Title Company of Canyon County
610 S. Kimball Avenue
Caldwell, ID 83605
(208)459-1651

File Number: 844558
Sales Price: \$330,000.00
Close Date: 1/5/2024
Date Prepared: 1/2/2024 10:02:45 AM

BUYER(S) CLOSING STATEMENT

Type: Purchase
Property: 1224 ALBANY STREET
CALDWELL, ID 83605 (CANYON)
(05141000 0)

Buyer(s): CANYON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO
1115 Albany Street
Caldwell, ID 83605

Sellers: SHARK FIN, LLC
1123 12th Ave Rd #308
Nampa, ID 83686

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$330,000.00	
Earnest Money Deposit from Canyon County, a political subdivision of the State of Idaho		\$2,000.00
Prorations		
Irrigation 1/5/2024 to 1/1/2025 @ \$175.38/Year	\$173.94	
County Taxes 1/1/2024 to 1/5/2024 @ \$1,793.52/Year		\$19.66
Commissions		
Real Estate Commission to NAI Select	\$4,950.00	
Title Charges		
Title - Lender's Title Insurance to Pioneer Title Company of Canyon County		
Title - E-File Fee to Pioneer Title Company of Canyon County	\$5.00	
Title - Settlement or closing fee to Pioneer Title Company of Canyon County	\$570.00	
Title - Tech Fee to Pioneer Title Company of Canyon County	\$50.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Totals	\$335,763.94	\$2,019.66

Balance Due FROM Buyer: \$333,744.28

Escrow Officer: Vicki Hunsperger
Phone: (208) 455-7305

APPROVED AND ACCEPTED



BUYER(S)

Canyon County, a political subdivision of the State of Idaho
by: The Canyon County Commissioners:

By: 
Leslie Van Beek, Commissioner

By: 
Brad Holton, Commissioner

By: 
Zach Brooks, Commissioner

Attch:  clerk
 1-4-24

SETTLEMENT COORDINATOR


VICKI HUNSPERGER



Pioneer Title Co.

GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 844558 VH/SM

WARRANTY DEED

For Value Received Shark Fin, LLC, an Idaho limited liability company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Canyon County, a political subdivision of the State of Idaho
hereinafter referred to as Grantee, whose current address is 1115 Albany Street Caldwell, ID 83605
The following described premises, to-wit:

Lots 11 and 12, Block 85, Caldwell Original, according to the plat thereof, filed in Book 1 of Plats at
page(s) 20, records of Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises
are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and
those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 2, 2024

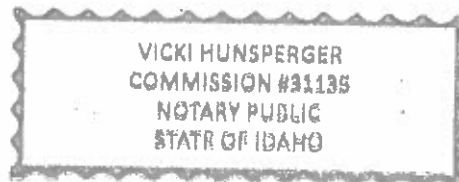
Shark Fin, LLC

By: Denise Newell
Denise Newell, Manager

State of Idaho, County of Canyon

This record was acknowledged before me on January 3, 2024 by Denise Newell, as Manager of Shark
Fin, LLC.

Vicki Hunsperger
Signature of notary public
Commission Expires: _____



Residing in: Caldwell, ID
Commission Expires: 12/02/2028



File No. 844558

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Canyon County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW, EXCEPT IRRIGATION AND HOA COMPANIES ASSOCIATED WITH YOUR PROPERTY.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Date: January 2, 2024

Buyer:

Canyon County, a political subdivision of the State of Idaho

by: The Canyon County Commissioners:

By:


Leslie Van Beek, Commissioner


By:


Brad Holton, Commissioner

Seller:

Shark Fin, LLC

By:


Denise Newell, Manager

By:

Zach Brooks, Commissioner

Att: Chris Homarot, Clerk
1424 Monica Reeves Dep.



File No. 844558

TAX NOTICE

The estimated tax values for 2024 in the amount of \$1,793.52, as shown in the accompanying closing statement, are based on the most current information available from the Canyon County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer.

Buyer is aware and hereby acknowledges that the Seller has not filed for and received exemptions for Agriculture and/or Forest Lands and/or Homeowners. The Buyer also acknowledges that it is his/her/their responsibility to inquire at the County Assessor's Office as to any change this sale will make in terms of assessments to be assessed for prior years due to change of ownership. In the event this property is taxed under the Bare Land and Yield Tax Option, and this designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the Seller therein.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

Date: January 2, 2024

Buyer:

Canyon County, a political subdivision of the State of Idaho

by: The Canyon County Commissioners:

By:

Leslie Van Beek, Commissioner

By:

Brad Holton, Commissioner

By:

Zach Brooks, Commissioner

Seller:

Shark Fin, LLC

By:

Denise Newell, Manager

1424
Chris Yamamoto, Clerk
Monica Reeves, Dep.



File No. 844558

CONDITIONS OF CLOSING

The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:

- (1) Receipt of certified funds from all applicable parties.
- (2) Deposit of all required documents.
- (3) NONE

The parties further acknowledge and agree that Pioneer Title Company of Canyon County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

Date: January 2, 2024

Buyer:

Canyon County, a political subdivision of the State of Idaho

by: The Canyon County Commissioners:

By: 
Leslie Van Beek, Commissioner

By: 
Brad Holton, Commissioner

By: 
Zach Brooks, Commissioner

Attest: Chris Gammath, Clerk
1-4-24 Monica Reeves, Dep.

Seller:

Shark Fin, LLC

By: 
Denise Newell, Manager



File No. 844558

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

You may have been furnished with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Canyon County and its underwriter, Old Republic National Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

Date: January 2, 2024

Canyon County, a political subdivision of the State of Idaho
by: The Canyon County Commissioners:

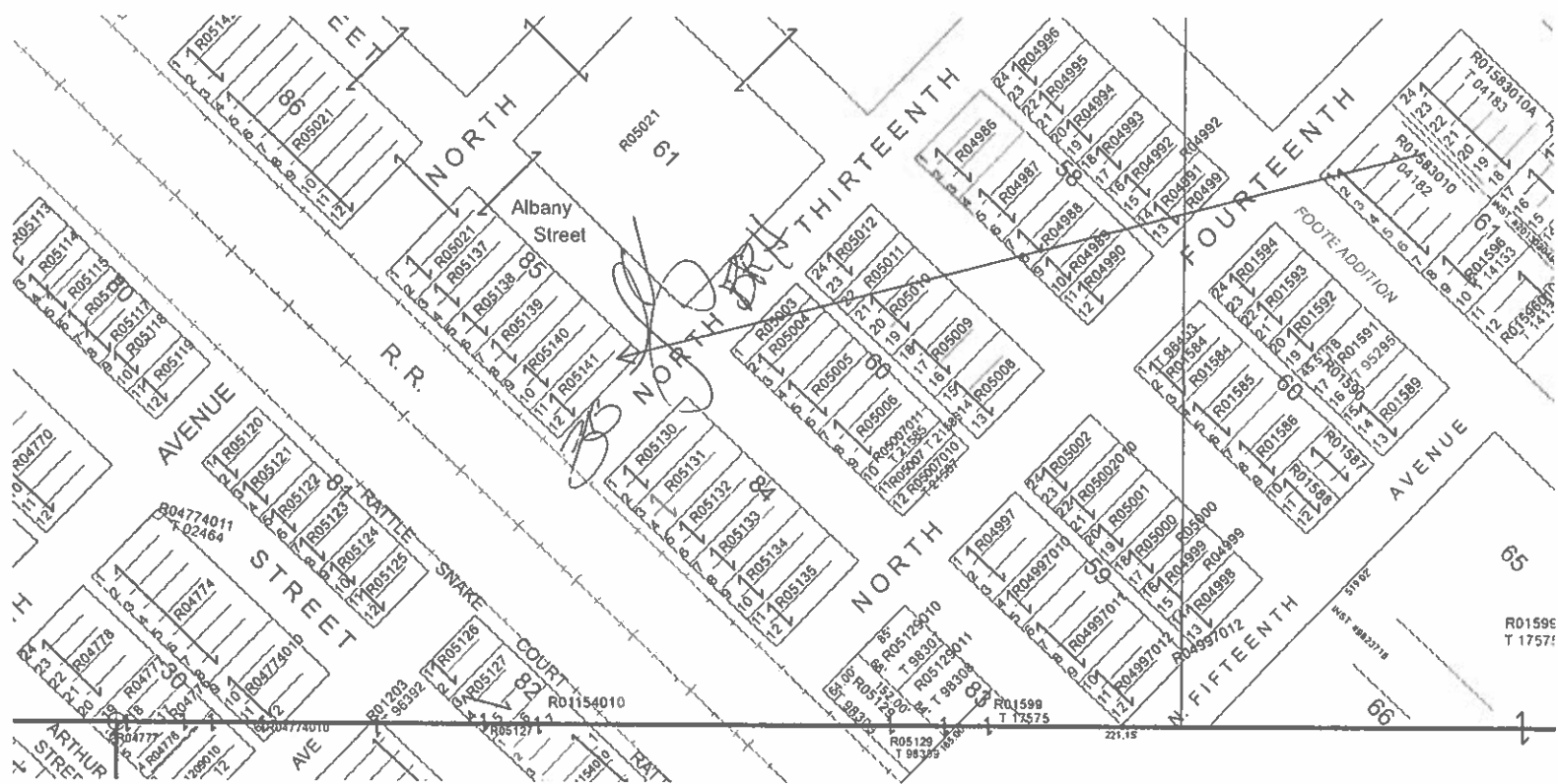
By: 
Leslie Van Beek, Commissioner

By: 
Brad Holton, Commissioner

By: 
Zach Brooks, Commissioner

Attest: , Clerk

1-4-24 , Rep.





ESCROW INSTRUCTIONS (Purchase)

File No.: 844558
Seller: Shark Fin, LLC
Buyer: Canyon County, a political subdivision of the State of Idaho
Lender:
Property: 1224 Albany Street, Caldwell, ID 83605
Date: January 5, 2024

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. TITLE INSURANCE:

Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) 2021 Standard Owner's Policy in the amount of \$330,000.00 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-7, 9-15 as set forth in Title Commitment No. 844558 of which Buyer and Seller have read and hereby approve.

2. PRORATIONS:

All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. FIRE INSURANCE:

Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. UTILITIES:

It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. ADDITIONAL MONIES:

Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. PURCHASE AND SALE AGREEMENT:

Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. DISPUTES WITH PIONEER TITLE:

Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. DISPUTES WITH OTHERS:

If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS:

Buyer and Seller agree to pay and reimburse Pioneer Title Company, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if such item is returned or otherwise fails to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fail to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller within 120 days from the date such check was issued, then Buyer or Seller authorize Pioneer Title Company to deduct maintenance fees prior to reissuing the check to either the Buyer or Seller in the amount allowed under the applicable state law. The maintenance fee will include \$10.00 for each month the check has not been presented for payment, up to the amount of the check. The aforementioned maintenance fees will not be applicable to payments made on behalf of Buyer or Seller towards payments on consumer debt. In the event Pioneer Title Company is instructed to issue payment on behalf of the Buyer or Seller as it pertains to consumer debt, Pioneer Title Company will reissue amounts that remain outstanding for more than 90 days directly to the Buyer or Seller, and the Buyer or Seller will be responsible for the payment of the underlying consumer debt. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer or Seller, unless it is related to consumer debt.

10. AMENDMENTS:

These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however, if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

11. TRUSTEE'S RECONVEYANCE FEE:

Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies), except irrigation and HOA companies associated with property. Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

Canyon County, a political subdivision of the State of Idaho
by: The Canyon County Commissioners:

By: 
Leslie Van Beck, Commissioner

By: 
Brad Holton, Commissioner

By: 
Zach Brooks, Commissioner

Buyer Email Address

Buyer Phone:

Seller:

Shark Fin, LLC

By: 
Denise Newell, Manager

Seller Email Address

Seller Phone:

Pioneer Title Company of Canyon County

A handwritten signature in black ink, appearing to read "Vicki Hunsperger". The signature is fluid and cursive, with the first name "Vicki" being more prominent than the last name "Hunsperger".

Vicki Hunsperger, Escrow Officer

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

Issuing Agent: Pioneer Title Company of Canyon County
Issuing Office: 610 S. Kimball Avenue Caldwell, ID 83605
Issuing Office's ALTA® Registry ID: 0004384
Loan ID Number:
Issuing Office File Number: 844558
Property Address: 1224 Albany Street, Caldwell, ID 83605
Revision Number: First Report

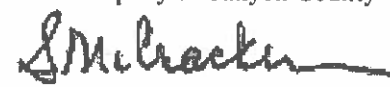
SCHEDULE A

1. Commitment Date: December 18, 2023 at 7:30AM
2. Policy to be issued:

	Amount of Insurance	Premiums:
(a) 2021 ALTA Owner's Policy - 2021 Standard	\$330,000.00	\$1,395.00
Proposed Insured: Canyon County, a political subdivision of the State of Idaho		
Endorsements:		\$0.00
(b) 2021 ALTA Lender's Policy -		
Proposed Insured:		\$0.00
Endorsements:		\$0.00
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:
Shark Fin, LLC, an Idaho limited liability company
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Pioneer Title Company of Canyon County

By:



Authorized Signatory



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.

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SCHEDULE B, PART I—Requirements

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.
5. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
6. We require a copy of the Articles of Incorporation, By-laws, regulations and any amendments evidencing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of Shark Fin, LLC.

SCHEDULE B, PART II—Exceptions

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. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.

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5. 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.
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. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

8. General taxes for the year 2023, which are liens, in the original sum of \$1,795.46, of which the first half became delinquent on December 20, 2023 plus penalty and interest, and the second half of which will not become delinquent until June 20, 2024.

Parcel No.: 05141000 0

NOTE: A Property Tax Relief Credit in amount of \$19.70 has been applied resulting in net due of \$1,775.76.

NOTE: The above taxes DO NOT reflect a Home Owners Exemption. Any new buyer must apply to the Canyon County Assessor's office for said exemption.

9. General taxes for the year 2024, which are liens and are not yet due and payable.
Parcel No.: 05141000 0

10. Sewer charges and special assessments, if any, for the City of ~~Nampa~~ Caldwell
Contact: <https://www.cityofnampa.us/assessments>
No search made.

11. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.

District: Caldwell Irrigation Lateral District

Fax: (208) 454-8060

No search made.

12. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.

District: Pioneer Irrigation District

Fax: (208) 459-4491

No search made.

13. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

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14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: To construct, maintain and repair power lines 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 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.
In Favor of: Idaho Power Company, an Idaho corporation
Recorded: April 15, 1943
Instrument No.: 278560

15. Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Caldwell Original
Book/Page: 1/20

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

None

NOTE: We have searched for tax liens and judgments against Canyon County, a political subdivision of the State of Idaho and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

1224 Albany Street, Caldwell, ID 83605

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may 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.

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EXHIBIT A

Lots 11 and 12, Block 85, Caldwell Original, according to the plat thereof, filed in Book 1 of Plats at page(s) 20, records of Canyon County, Idaho.

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.

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Address or Legal Description of Subject Property: 1224 Albany Street Caldwell

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) J.N. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) J.N. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) [Signature] Purchaser has received copies of all information listed above.

(d) [Signature] Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) [Signature] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) J.N. Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy


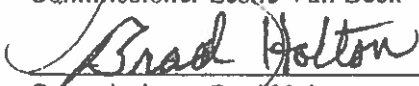
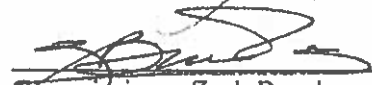
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u>	<u>12/22/23</u>	<u>[Signature]</u>	<u>1/2/24</u>
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>12/22/23</u>	<u>[Signature]</u>	<u>1/2/2024</u>
Seller's Agent	Date	Buyer's Agent	Date

DATED this 2nd day of January, 2024.

BOARD OF COUNTY COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: JKR08
Deputy Clerk