

Preapplication Mountain Overlay Design Review Standards

Preapplication Mountain Overlay Design Review required for all new developments on a lot or lots totaling 11,000 square feet or more. Applicants of projects exempt from preapplication design review may request a preapplication design review at their discretion.

Please note that projects that conducted a Pre-Application Mountain Overlay Design Review meeting with the Planning & Zoning Commission, as required or voluntary, must file a complete Mountain Overlay Design Review application and pay all required fees within 180 calendar days of the last review meeting on the Pre-Application with the Commission, otherwise the Pre-Application review will become null and void.

The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.

Mountain Overlay Design Review Evaluation Standards

Design review applications shall be made and processed according to the regulations contained in Chapter 17.96 of this title and as follows:

Criteria and Standards: The following list of criteria and those contained in Section 17.96.090 of this Title must be considered and addressed by each applicant seeking Design Review approval. The Commission will use this list of Design Review criteria along with that contained in Section 17.96.090 of this title as a basis to determine whether a project is to be approved, approved with conditions or denied:

1. There shall be no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the city or within the city. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
2. Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the city or within the city shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
3. Driveway standards as well as other applicable standards contained in Chapter 12.04 of this code shall be met;
4. All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building;
5. Significant rock outcroppings shall not be disturbed;

6. International building code (IBC) and international fire code (IFC) and Ketchum fire department requirements shall be met;
7. Public water and sewer service shall comply with the requirements of the city;
8. Drainage shall be controlled and maintained to not adversely affect other properties;
9. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of thirty feet (30') around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum planning department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides;
10. Are there other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;
11. Access traversing twenty five percent (25%) or greater slopes does not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;
12. Utilities shall be underground;
13. The development is consistent with the Ketchum comprehensive plan;
14. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;
15. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and
16. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
 - On Site Review: On site review by the members of the commission is required prior to taking action on said design review application. Extreme weather conditions or inordinate depth of snow may cause the commission to delay said on site review not more than one hundred eighty (180) days.



**McNeal Residence
330 Topaz**

Mountain Overlay District Pre Design Review Narrative:

We are proposing to demolish an existing single family residence built in 1930 at 330 Topaz Street and to replace it with a new single family residence. Several unique encumbrances exist on this lot:

- The northern Property Boundary of Tax Lot 8258 extends into the extension of Topaz Street.
- The southern Property Boundary of Tax Lot 8259 extends into the paved and unpaved area of Garnet Street
- Tax Lot 8259 is substandard in size for the LR zone and therefore cannot be sold as a buildable lot.
- The City of Ketchum uses the McNeal's property as part of the fire turnaround and plow turnaround for Topaz Street.
- Two irrigation ditches, one dry and one flowing in the spring, traverse both tax lots
- The garage for the existing home extends considerably into the east setback.

We have reviewed three interdependent processes necessary to complete this project with the City.

1. Neighborhood Meeting
 - a. Noticed and Scheduled for the 5th of February 2026
2. Mountain Overlay Design Review
 - a. Preliminary and final required
3. Subdivision Exception to remove a property line between Tax Lots 8258 and 8259, owned by the McNeals. This MOD application is predicated on the Preliminary Plat being finalized.
 - a. Application to be submitted concurrently with MOD Final Design Review Application, all materials are submitted here for context
 - b. Materials included are: Preliminary Plat, Application for Waiver, Lot Book, Subdivision Application Pre-Plat, Waiver Narrative, and Warranty Deed. These can be found in the 'Subdivision Exception' folder.
4. Demolition of a historic structure.
 - a. Following MO Design review and Council approval of the lot consolidation preliminary plat to start the 60 Day noticing period.
5. Building Permit Application
 - a. It is understood the Demo permit may not be issued until the complete building permit application is submitted and all fees are paid

Adherence to Mountain Overlay Design Review Standards as follows:

1. The proposed building has no material visual impact on any skyline visible from a public vantage point. The lot is situated at the end of Topaz Street; it does not experience through traffic and is accessed only by the property owner and their guests. It is surrounded by trees, below the grade of the property to the east, and is hardly visible, even in winter, from the Garnet side of the fence (to remain). Only the northeast part of



the lot is in the MOD and is the existing tree line of the adjacent eastern property prevent the proposed design from skylining.

2. Due mostly to the western topography on the lot, there will be some cut and fill to create a building pad, creating a net cut of 7400cy of material. The base elevation of the garage is 3'9" below the elevation of the first floor to better conform with existing topography. Natural boulders are employed to soften the grade changes around the house. The new construction does not materially affect the perception of the hillside from any vantage point.
3. Driveway standards have been met pursuant to Chapter 12.04 as demonstrated on C and L sheets and pursuant to discussions with Ketchum Fire and Streets Departments.
4. Fire access requirements have been met as demonstrated on sheet L110.
5. There are no rock outcroppings being disturbed by this project.
6. Requirements of the IBC and IFC, as adopted and amended by the City of Ketchum, have been met.
7. Public water and sewer requirements have been met. Existing conditions on sheet C020 and new proposed conditions on Sheet C100.
8. Grading and drainage does not adversely affect neighboring properties. See L130.
9. Modification of Topaz roughly follows existing topography and drainage patterns per sheet L120. See added drywells and catch basins on this sheet. Modifications to Topaz include reducing the amount of asphalt unnecessary beyond the fire turnaround (located within the MOD) and widening of the fire turnaround per Ketchum Fire. Driveway is the length minimally necessary to approach the two-car garage. Revegetation within the Limit of Disturbance is irrigated, primarily low combustible, and consistent with vegetation and character of surrounding lots.
10. On this parcel of limited size, the topography is steepest on the west side of Tax Lot 8258, curiously the part that is not in the MOD. The house has been located as far east and north as possible to reduce the amount of grade disturbance and to reduce the complexity of piping both irrigation ditches underground. By doing this, we can avoid building on Tax Lot 8259 while maintaining open space and an existing grove of fruit trees on the west property boundary.
11. None of this property has natural slopes greater than 25%. The steeper sections created by the irrigation ditches will be regraded when they are moved underground.
12. An underground power line will replace the existing overhead power lines per sheet L100.
13. This development is consistent with the values and goals of the Ketchum Comprehensive Plan. The McNeals are a local, full-time family who are employed in and engaged with the community. Their four young children attend local schools. They enjoy the ability to walk to town. While they love their house and property, the aging structure is less than ideal and bursting at the seams as their children grow. The house was designed and revised with peak efficiency in mind. The scale of all rooms and ceilings is diminutive. The building height was kept relatively low to better blend into the hill and to reduce the home's bulk. Traditional gabled building forms, divided lite windows, and wood details on a stucco and stone background are visually low-impact and both consistent and contextual with other residences on Topaz. The front porch is a nod to traditional buildings.

In conjunction with the construction of the home, several infrastructure improvements are being made that are consistent with Ketchum's Code and Comp Plan. Overhead



power lines will be redirected underground. Irrigation connections will be updated. Ketchum's fire turnaround will be lengthened and widened at the end of Topaz Street. Asphalt at the end of Topaz in the MOD will be reduced and revegetated. The McNeals are stewards of this piece of land and are preserving as much existing landscape as possible. By demolishing the existing house, we are eliminating a non-compliant encroachment on the setback in the MOD. Existing irrigation ditches will be better protected by being rerouted underground on the west side of the properties. Drainage will be improved with catch basins, drywells, and topography. By combining the lots, a non-conforming parcel will be eliminated.

14. Limits of Disturbance are established and defined by fencing in sheet L110.
15. Disturbance is limited to only what is necessary for construction of the house, maintaining as much existing vegetation as possible. Tax Lot 8259 will remain largely untouched.
16. There do not appear to be 'significant landmarks of historical, cultural or community importance' on this property. The house, while built in 1930, is not listed as a Historic Building by the Ketchum Historic Preservation Commission.

330 TOPAZ STREET MCNEAL RESIDENCE



1



2



3



5



7



4



6



9

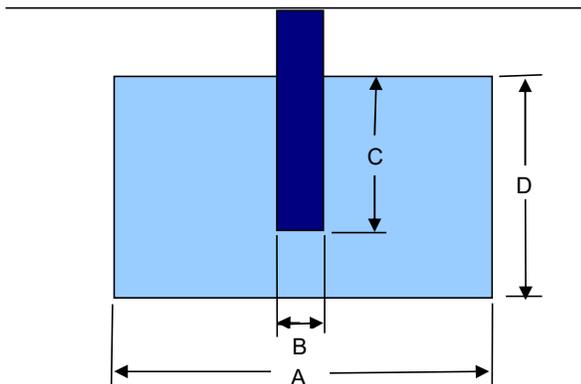
- 1 7/8" CORRUGATED METAL ROOF - SPECKLED GALVANIZED
- 2 STAINED CEDAR DOUBLE BAND FASCIA TO MATCH SIDING, SPECKLED GALVANIZED RUST FLASHING TO MATCH ROOF
- 3 SMOOTH COAT STUCCO, WARM BEIGE
- 4 GLEN ROSE | GARDEN CITY GREY LIMESTONE BLEND FULL DEPTH VENEER, AT PORCH PER ELEVATIONS

- 5 BLEACHED TIMBER COLUMNS AND EXPOSED BEAMS (AT PORCH, PERGOLA, AND ACCENT ROOFS)
- 6 SIERRA PACIFIC DOUBLE PANE CASEMENT AND DOUBLE HUNG WINDOWS, GULL GREY
- 7 SMOOTH FINE LINE SHIP LAP CEDAR SIDING | BLEACHED WITH WARM, WEATHERED STAIN (TO MATCH SAMPLE)
- 8 VERTICAL WOOD PANEL GARAGE DOOR, MATCH SIDING
- 9 PLATEK, ETEREA 2700K FULL CUT-OFF FIXTURE, SEE SPEC SHEET

Owner Mathew McNeal
 Project 330 Topaz St
 Project No. 25313
 Drywell a.

Computed by SS
 Date 1/21/2026

Storm Duration =	1 hr
Intensity =	1 in/hr
Hardscape Data (pavement, etc.)	
Runoff Area =	0.049 Acres
Runoff Area =	2,150 ft ²
Runoff Coefficient =	0.90
Softscape Data (lawn, unimproved area)	
Runoff Area =	0.067 Acres
Runoff Area =	2,910 ft ²
Runoff Coefficient =	0.30
Prorated Surface Coefficients	
Runoff Area =	0.116 Acres
Runoff Area =	5,060 ft ²
Runoff Coefficient =	0.554941
Drain Bed Voids =	40 %
Infiltration Rate =	12 in/hr



Drywell Dimensions =	
A=	8 ft
B=	2 ft
C=	9 ft
D=	12 ft
Bottom Area (A _b) =	39.48 ft ²
Sidewall Area (A _s) =	150.80 ft ²
Volume Rock =	445.47 ft ³
Volume Pipe =	28.27 ft ³

$Q_{peak} = C * I * A = 0.07 \text{ cfs}$
 Runoff Volume = $Q_{peak} * \text{Time} = 234.00 \text{ ft}^3$ Volume of water that needs to be infiltrated for the 1 hour storm

Perc Area = $A_b + x * A_s$ $x = 20 \%$ Percentage of walls that water will infiltrate out of
 Perc Area = 69.64 ft² Surface area available for water to flow from the drywell and infiltrate
 Perc Volume = 69.64 ft³ Volume of water infiltrated during 1 hour storm

Storage Required = Runoff Volume - Perc Volume You need to store the portion of the storm that will not infiltrate
 164.36 ft³

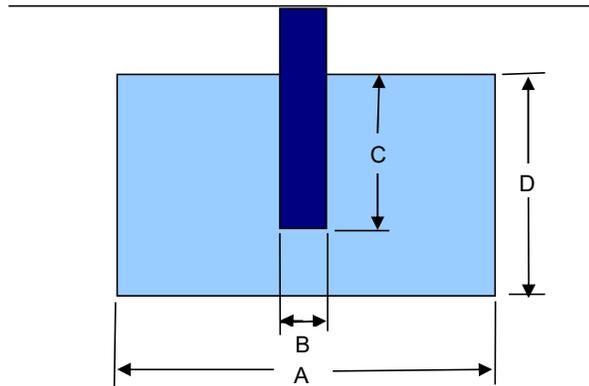
Storage Volume = $(V_r * \text{Void Ratio}) + V_p$ Storage available in drywell
 206.46 ft³

Storage Required - Storage Volume Compares required storage with provided storage.
 -42.10 ft³ **must be less than zero** If provided storage is greater, number will be negative and the drywell is adequately sized.

Owner Mathew McNeal
 Project 330 Topaz St
 Project No. 25313
 Drywell b.

Computed by SS
 Date 1/21/2026

Storm Duration =	1 hr
Intensity =	1 in/hr
Hardscape Data (pavement, etc.)	
Runoff Area =	0.037 Acres
Runoff Area =	1,616 ft ²
Runoff Coefficient =	0.90
Softscape Data (lawn, unimproved area)	
Runoff Area =	0.004 Acres
Runoff Area =	180 ft ²
Runoff Coefficient =	0.30
Prorated Surface Coefficients	
Runoff Area =	0.041 Acres
Runoff Area =	1,796 ft ²
Runoff Coefficient =	0.839866
Drain Bed Voids =	40 %
Infiltration Rate =	12 in/hr



Drywell Dimensions =	
A =	6 ft
B =	2 ft
C =	9 ft
D =	10 ft
Bottom Area (A _b) =	22.21 ft ²
Sidewall Area (A _s) =	94.25 ft ²
Volume Rock =	193.79 ft ³
Volume Pipe =	28.27 ft ³

$Q_{peak} = C * I * A = 0.03 \text{ cfs}$
 Runoff Volume = $Q_{peak} * \text{Time} = 125.70 \text{ ft}^3$ Volume of water that needs to be infiltrated for the 1 hour storm

Perc Area = $A_b + x * A_s$ $x = 20 \%$ Percentage of walls that water will infiltrate out of
 Perc Area = 41.06 ft² Surface area available for water to flow from the drywell and infiltrate
 Perc Volume = 41.06 ft³ Volume of water infiltrated during 1 hour storm

Storage Required = Runoff Volume - Perc Volume You need to store the portion of the storm that will not infiltrate
 84.64 ft³

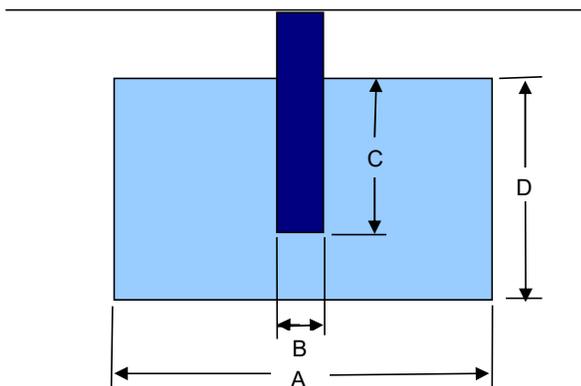
Storage Volume = $(V_r * \text{Void Ratio}) + V_p$ Storage available in drywell
 105.79 ft³

Storage Required - Storage Volume Compares required storage with provided storage.
 -21.15 ft³ **must be less than zero** If provided storage is greater, number will be negative and the drywell is adequately sized.

Owner Mathew McNeal
 Project 330 Topaz St
 Project No. 25313
 Drywell c.

Computed by SS
 Date 1/21/2026

Storm Duration =	1 hr
Intensity =	1 in/hr
Hardscape Data (pavement, etc.)	
Runoff Area =	0.059 Acres
Runoff Area =	2,580 ft ²
Runoff Coefficient =	0.90
Softscape Data (lawn, unimproved area)	
Runoff Area =	0.039 Acres
Runoff Area =	1,695 ft ²
Runoff Coefficient =	0.30
Prorated Surface Coefficients	
Runoff Area =	0.098 Acres
Runoff Area =	4,275 ft ²
Runoff Coefficient =	0.662105
Drain Bed Voids =	40 %
Infiltration Rate =	12 in/hr



Drywell Dimensions =	
A=	8 ft
B=	2 ft
C=	9 ft
D=	10 ft
Bottom Area (A _b) =	39.48 ft ²
Sidewall Area (A _s) =	125.66 ft ²
Volume Rock =	366.51 ft ³
Volume Pipe =	28.27 ft ³

$Q_{peak} = C * I * A = 0.07 \text{ cfs}$
 Runoff Volume = $Q_{peak} * \text{Time} = 235.88 \text{ ft}^3$ Volume of water that needs to be infiltrated for the 1 hour storm

Perc Area = $A_b + x * A_s$ $x = 20 \%$ Percentage of walls that water will infiltrate out of
 Perc Area = 64.61 ft² Surface area available for water to flow from the drywell and infiltrate
 Perc Volume = 64.61 ft³ Volume of water infiltrated during 1 hour storm

Storage Required = Runoff Volume - Perc Volume You need to store the portion of the storm that will not infiltrate
 171.26 ft³

Storage Volume = $(V_r * \text{Void Ratio}) + V_p$ Storage available in drywell
 174.88 ft³

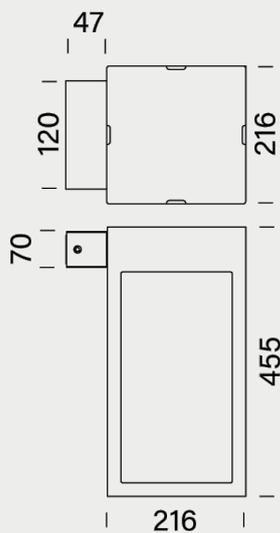
Storage Required - Storage Volume Compares required storage with provided storage.
 -3.61 ft³ **must be less than zero** If provided storage is greater, number will be negative and the drywell is adequately sized.



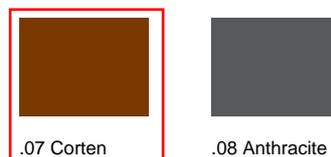
Eterea L StS wall mounted 32 LED - 2700K - Diffuse

Source power type	32 LED
Color temperature	2700K
CRI	>90
MCADAMS	3
LM 80/TM-21	L80B10@>60Kh
System wattage	17,50 W
System lumen	570 lm
Maximum intensity	418 cd/klm
Beam angle	Diffuse
LED wattage	17,50 W
LED lumen	2031 lm
Power Supply	220 ÷ 240V
Operating frequency	50/60 Hz
Power factor	0,90
Dimming	TRIAC
Safety class	I
Wiring	External
Number and conductor size	3 x 1.0000 mm ²
Cable length	50,00 mm
Cable type	H05RN-F
Connector	IP68 - In line
Protection Rating	IP65
Breaking Strength	IK08
Diffuser type	Painted extra-clear glass
Diffuser thickness	8.0000 mm

Technical dimensions



Finishes



Finishes available upon request





Eterea takes inspiration from the classic lantern, proposed in its essential forms. Ancient memories are constituted by pure and geometric lines, able to create an incorporeal volume, made up only of light. By its diffused light, it perfectly fits on terraces, gardens and arcades. Eterea just like the classic lanterns, can be placed directly on the ground or fixed to a wall by its bracket. Eterea is now also available in small, medium and large battery-powered version.

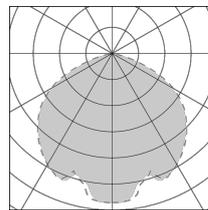
Certificates



Product features

AISI 430 stainless steel body. No visible screws. A4 Stainless steel screws. The product is painted following a continuous two step paint process (epoxy-based primer + polyester-based colour finish), which allows to generate a single thick protective coating which then generates a protective barrier against atmospheric agents and UV rays. Before fixing the diffuser on the Platek products a Pre-treatment using an atmospheric pressure plasma process is carried out on the surface. The process activates the ionic load on the surface exactly where it is needed, thus promoting the best silicone grip possible and removing any residual release of agents for a longer lasting seal. The next steps are the coating of silicone and the assembly of the diffuser on the lighting fixture, with an automated process to guarantee the perfect sealing of the lamp.

Lighting information



Flow / Power Graph

Beam angle	Diffuse
ULOR	0,00%
BUG	B0 U0 G0
N3	99,00%
System wattage	17,50 W
System lumen	570 lm
Maximum intensity	418 cd/klm

Technical shipping information

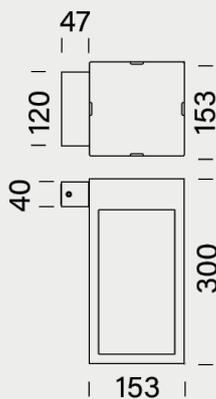
Net weight	5,20 kg
Gross weight	6,20 kg
Packaging width	300 mm
Packaging height	300 mm
Packaging depth	500 mm



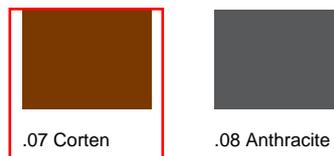
Eterea M StS wall mounted 1 COB LED - 2700K - Diffuse

Source power type	1 COB LED
Color temperature	2700K
CRI	>80
MCADAMS	3
LM 80/TM-21	L80B10@>60Kh
System wattage	9,60 W
System lumen	370 lm
Maximum intensity	400 cd/klm
Beam angle	Diffuse
LED wattage	9,60 W
LED lumen	724 lm
Power Supply	220 ÷ 240V
Operating frequency	50/60 Hz
Power factor	0,99
Dimming	TRIAC
Safety class	I
Wiring	External
Number and conductor size	3 x 1.0000 mm ²
Cable length	200,00 mm
Cable type	H05RN-F
Connector	IP68 - In line
Protection Rating	IP65
Breaking Strength	IK08
Diffuser type	Painted extra-clear glass
Diffuser thickness	5.0000 mm

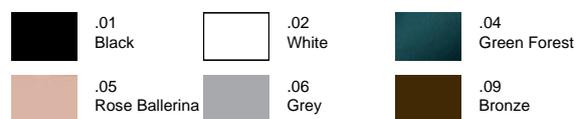
Technical dimensions

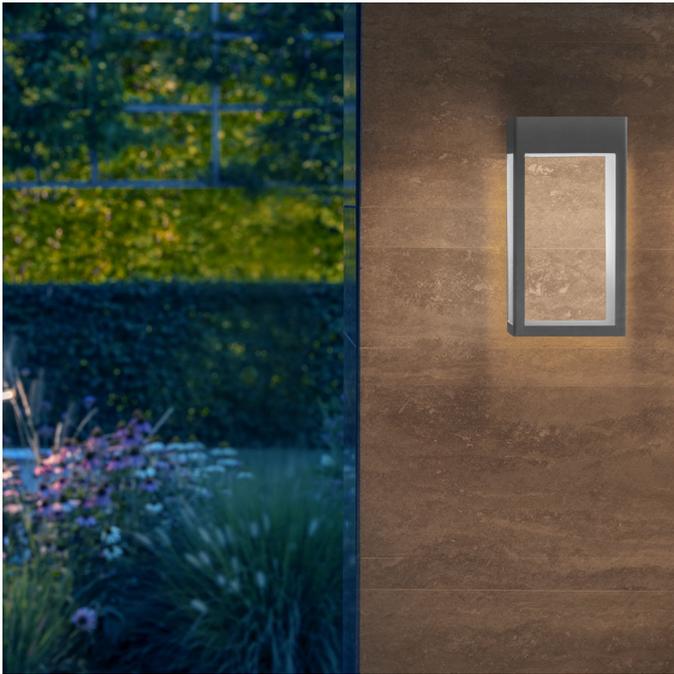


Finishes



Finishes available upon request



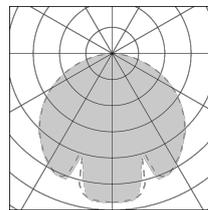


Eterea takes inspiration from the classic lantern, proposed in its essential forms. Ancient memories are constituted by pure and geometric lines, able to create an incorporeal volume, made up only of light. By its diffused light, it perfectly fits on terraces, gardens and arcades. Eterea just like the classic lanterns, can be placed directly on the ground or fixed to a wall by its bracket. Eterea is now also available in small, medium and large battery-powered version.

Product features

AISI 430 stainless steel body. No visible screws. A4 Stainless steel screws. The product is painted following a continuous two step paint process (epoxy-based primer + polyester-based colour finish), which allows to generate a single thick protective coating which then generates a protective barrier against atmospheric agents and UV rays. Before fixing the diffuser on the Platek products a Pre-treatment using an atmospheric pressure plasma process is carried out on the surface. The process activates the ionic load on the surface exactly where it is needed, thus promoting the best silicone grip possible and removing any residual release of agents for a longer lasting seal. The next steps are the coating of silicone and the assembly of the diffuser on the lighting fixture, with an automated process to guarantee the perfect sealing of the lamp.

Lighting information



Flow / Power Graph

Beam angle	Diffuse
ULOR	0,00%
BUG	B0 U0 G0
N3	96,00%
System wattage	9,60 W
System lumen	370 lm
Maximum intensity	400 cd/klm

Technical shipping information

Net weight	2,60 kg
Gross weight	3,00 kg
Packaging width	250 mm
Packaging height	250 mm
Packaging depth	440 mm

Guarantee

EXHIBIT F -1



SG-08021918

File Number: 893423

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

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

(612) 371-1111

www.oldrepublictitle.com

By

A handwritten signature in black ink that reads "C. Monroe". The signature is written in a cursive style.

President

Attest

A handwritten signature in black ink that reads "Kent Lewis". The signature is written in a cursive style.

Secretary

Authorized Signatory

ORT Form 3796
(CLTA Guarantee (Rev. 12/94))

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Lot Book Guarantee

EXHIBIT F -5

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 893423

Guarantee No.: SG-08021918
Reference No.:

Liability: \$1,000.00
Fee: \$75.00

1. Name of Insured: Galena-Benchmark Engineering
2. Date of Guarantee: December 1, 2025 7:00AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without See Exhibit A attached hereto and made a part hereof.

The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed
Grantors: Judy L. Demetre, a single woman
Grantees: Matthew R. McNeal and Kathryn C. McNeal, husband and wife
Dated: March 26, 2013
Recorded Date: March 28, 2013
Instrument::[607747](#)

- A. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same and said address.

EXCEPTIONS:

1. First/Second Subsequent tax for the year 2024 are paid.
Parcel No.: RPK4N18018035B
Amount: \$5,389.92

2. General taxes for the year 2025, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2025, and the 2nd half of which are not delinquent until June 20, 2026.
Parcel No: [RPK4N18018035B](#)
Amount: \$5,400.44
3. Reservations in United States Patent or State Deeds.
4. Water rights, claims or title to water, whether or not the matters are shown by the public records.
5. 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.
6. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Lot 1A, Irby Subdivision
7. Terms, conditions, and provisions of an Easement Agreement:
Between: F. E. Barrett and Sue G. Barrett, husband and wife and George B. Saviers and Patricia P. Saviers, husband and wife
Recorded: August 5, 1955
Instrument No.: [106497](#)
8. Terms, conditions, and provisions of a Well User's Agreement:
Between: The Margaret H. Wayne Trust, Joy Prentice, Judy Demetre, Marina Zuetell, Beatrice Haemmerle, Fritz and Jim Johnston, Julie Slocum and Dick Dahlgren and Haemmerle, Haemmerle & Haemmerle
Recorded: February 21, 1990
Instrument No.: [316687](#)
9. Terms, conditions, and provisions of a Settlement Agreement:
Between: Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees, Robert and Marjolaine Renfro, William G. and Susan Pollock, Thomas H. "Bud" and Rita Ann Heaney, John T. and Jerry Ann Heaney, William H. and Ann S. Vanderbilt, Richard O. Dahlgren and Julie Slocum Dahlgren, Kathy Jeanne Hareah, Reli Louise Haemmerle, Fritz Xavier Haemmerle, Wilma Pace, Pamela Jean Rayborn, John D. Pace, Stella A.M. Keane, Carl E. and Susan Ley, Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens (Garnet St Neighbors) and the City of Ketchum
Recorded: July 15, 1997
Instrument No.: [403847](#)

10. Terms, conditions, and provisions of an Easement Agreement:
Between: Carl Curtis, a married man as his sole and separate property, Jeanne Franks, a single woman, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees, Robert and Marjolaine Renfro, husband and wife, William G. and Susan Pollock, husband and wife, Thomas H. "Bud" and Rita Ann Heaney, husband and wife, John T. and Jerry Ann Heaney, husband and wife, William H. and Ann S. Vanderbilt, husband and wife, Richard O. Dahlgren and Julie Slocum Dahlgren, husband and wife, Kathy Jeanne Harrah, a single woman, Reli Louise Hammerle, a single woman, Fritz Xavier Haemmerle, a married man as his sole and separate property, Wilma Pace, a single woman, Pamela Jean Rayborn, a married woman as her sole and separate property, John D. Pace, a married man as his sole and separate property, Stella A.M. Keane, a single woman, Carl E. and Susan Ley, husband and wife, Judy L. Demetre, a single woman and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens, and the City of Ketchum
Recorded: December 5, 1997
Instrument No.: [408688](#)
11. Terms, conditions, and provisions of an Easement Agreement:
Between: Carl Curtis, a married man as his sole and separate property, The Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens, Judy L. Demetre, a single woman and the City of Ketchum
Recorded: December 5, 1997
Instrument No.: [408689](#)
12. Terms, conditions, and provisions of an Easement Agreement:
Between: Judy L. Demetre, a single woman and Carl Curtis, a married man as his sole and separate property and The Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens
Recorded: December 5, 1997
Instrument No.: [408690](#)
13. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: November 18, 2009
Instrument No.: [572706](#)
- And Amended by Record of Survey
Recorded: May 12, 2010
Instrument No.: [577521](#)
14. A Deed of Trust to secure an indebtedness of \$625,500.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: January 25, 2021
Grantor: Matthew R. McNeal and Kathryn C. McNeal, husband and wife
Trustee: Blaine County Title
Beneficiary: Guaranteed Rate, Inc.
Recorded: December 9, 2021
Instrument No.: [678729](#)

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Title Officer

EXHIBIT A

A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the West One-Sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561; thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561; thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561; thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;

Thence South 89°08'00" West, 65.54 feet to a 1/2" rebar, L.S. 4345;
 Thence North 00°51'18" West, 82.43 feet to a 5/8" rebar, P.L.S. 9561;
 Thence North 88°52'39" East, 154.89 feet to a 1/2" rebar, P.L.S. 9561;
 Thence South 01°18'22" East, 83.12 feet to a 1/2" rebar, P.L.S. 9561;
 Thence South 89°08'00" West, 90.00 feet to the POINT OF BEGINNING.

Also known as Tax Lot 8258

AND

A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the west one-sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;

Thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561;
 Thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561;
 Thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561;
 Thence North 89°08'00" East, 90.00 feet to a 1/2" rebar, P.L.S. 9561;
 Thence South 00°48'02" East, 56.70 feet to a 1/2" rebar, P.L.S. 9561;
 Thence South 13°51'46" West, 12.12 feet to a 1/2" rebar, P.L.S. 9561;
 Thence South 00°46'35" West, 13.71 feet to a 5/8" rebar; P.L.S. 9561
 Thence South 89°08'00" West, 52.14 feet to the POINT OF BEGINNING.

Also known as Tax Lot 8259

Guarantee

EXHIBIT F -10



SG-08021919

File Number: 893423

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

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

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

ORT Form 3796
(CLTA Guarantee (Rev. 12/94))

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Judgment and Tax Lien Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 893423

Guarantee No.: SG-08021919
Reference No.:

Liability: \$1,000.00
Fee: \$50.00

1. Name of Insured: Galena-Benchmark Engineering
2. Date of Guarantee: December 1, 2025 at 7:00AM

The assurances referred to on the face page hereof are:

That according to the public records of Blaine County, Idaho and the Secretary of State for a period of 10 years immediately prior to the date hereof, there are no

Federal Tax Liens
Abstracts of Judgment, or
Certificates of State Tax Liens

filed or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown below under Exceptions.

The parties referred to in this guarantee are as follows:

Matthew R. McNeal and Kathryn C. McNeal

EXCEPTIONS:

1. N/A

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

Nick Busdon, Title Officer

From: Matt McNeal matthewmcneal@gmail.com

Subject: Fwd: Asphalt removal

Date: January 27, 2026 at 10:15 PM

To: Gretchen Wagner gretchen@scapedesignstudio.com, Ashley Board ash@formstudiosv.com, Jeff Lamoureux jlamoureux@galena-benchmark.com

See below for the written approval from our neighbor for vacating the easement and approval of the site work on Topaz.

Glad to check that box, thanks

Matt

Begin forwarded message:

From: phirby@aol.com

Date: January 27, 2026 at 6:47:19 PM MST

To: matthewmcneal@gmail.com

Subject: Asphalt removal

Dear Matt

You have my permission to remove the asphalt on the abandoned eastern end of Topaz Street and to add width to the existing roadway in order to meet the minimum fire turnaround requirement..I also approve the abandonment of the unused easement across the 330 Topaz lot meant for water utility access.

Sincerely, Pamela Irby