

FEB 14 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	13-7913 <i>OK</i>			

2. The following **REQUIRED** information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE of \$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

THE BANK OF COMMERCE

PO BOX 1046

624 JENSEN GROVE DRIVE

BLACKFOOT, ID 83221

Phone 208-785-6843

Email blackfoot@bankofcommerce.org

4. Name of Water Right Owner/Claimant(s)

JASON CURTIS

5. Expiration Date of Notification Period

01/15/2032

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

7. Signature(s) of Security Interest Holder(s)

Camille Jensen

Title, if applicable

Camille Jensen, V.P./Loan Officer

For Office Use Only

Received by *JB*

Date

2/14/2022

Receipt No.

E047812

Fee

\$25.-

Processed by AJ

Date

WR

JB

Date

3/7/2022

290154
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Recorded at the request of
Northern Title Company of Idaho
02 09 2022 11:48 AM Fee: \$45.00
CAMILLE LARSEN, RECORDER
By *Hrbur* Deputy
FRANKLIN COUNTY IDAHO

MTF-117345

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013813602

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on February 8, 2022 between the mortgagor(s) JASON WILLIAM CURTIS, HUSBAND, whose address is 6004 EAST THATCHER ROAD, PRESTON, Idaho 83263, and SARAH SUZANNE COSTELLO, WIFE, whose address is 6004 EAST THATCHER ROAD, PRESTON, Idaho 83263 ("Mortgagor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor owes Lender the principal sum of Two Hundred Sixty-two Thousand Seven Hundred and 00/100 Dollars (U.S. \$262,700.00), which is evidenced by the promissory note dated February 8, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Hundred Sixty-two Thousand Seven Hundred and 00/100 Dollars (U.S. \$262,700.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Franklin, State of Idaho:

Address: 6004 EAST THATCHER ROAD, THATCHER, Idaho 83283

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERTO AND MADE A PART HEREOF. ALL IRRIGATION EQUIPMENT INCLUDING BUT NOT LIMITED TO: ALL SPRINKLER EQUIPMENT, INCLUDING PUMPS, MOTORS, BURIED AND PORTABLE MAINLINE, PANELS, PIVOTS, AND ALL OTHER LINES NOW OWNED OR HEREAFTER ACQUIRED. INCLUDING BUT NOT LIMITED TO A 50 HP ELECTRIC MOTOR AND TURBINE PUMP, (2) WHEEL LINES, 3,000' OF 4"-8" PVC MAINLINE, WATER RIGHT NO. 13-7913 FOR 1.62 CFS, PRIORITY DATE: 06/17/1919 FOR 81 ACRES

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guarantees, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals



of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from JASON WILLIAM CURTIS and SARAH SUZANNE COSTELLO to The Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on January 15, 2032.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a

minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may obtain insurance coverage at Grantor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but may or may not protect Grantor, Grantor's equity in the Property, or the contents of the Property against any risk, hazard, or liability. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender in obtaining insurance coverage shall become additional debt of Grantor under this Security Instrument and shall be secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor requesting payment. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums

and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof

and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Idaho including all proceedings arising from this Security Instrument.

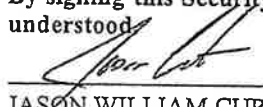
SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

NOTICE

UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF CREDIT IS \$50,000.00 OR MORE.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.


JASON WILLIAM CURTIS

2-2-2022
Date


SARAH SUZANNE COSTELLO
Individually

2-8-22
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Franklin)

On this the 8th day of February, 2022, before me, Melanie Olsen,
personally appeared JASON WILLIAM CURTIS, HUSBAND, and SARAH SUZANNE COSTELLO, WIFE,
known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they
executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and my official
seal.

My commission expires: 10-4-2022

Melanie Olsen

residing at

Preston ID

Identification Number 68583

(Official Seal)



THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

290154

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EXHIBIT "A"

Real Property Located in Franklin County, Idaho

The Southeast Quarter of Section 1, Township 12 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, except the following described tracts:

Except: All the following described land to wit; Commencing at a point 78 rods and 10 feet west from the Northeast Corner of the Southeast Quarter of Section 1, Township 12 South of Range 40 East of Boise Meridian in Franklin County, State of Idaho, thence South 10 rods, thence West 16 rods, thence North 10 rods, thence East 16 rods, to the place of commencement in Section 1, Township 12 South, Range 40 East of Boise Meridian in Franklin County, State of Idaho.

Except: Commencing 78 rods and 10 feet West from the Northeast corner of the Southeast Quarter of Section 1, Township 12 South, Range 40 East of Boise Meridian in Franklin County, State of Idaho, thence South 10 rods, thence West 9 rods, thence Southeast 9 rods, thence East 22 rods, thence North 13 rods, thence West 22 rods, to place of beginning.

Also except: Commencing at a point 17 rods 10 1/2 feet. West from the Northwest corner of Northeast Quarter of the Southeast Quarter of Section 1 in Township 12 South of Range 40 East, Boise Meridian, thence running South 165 feet, thence West 70 feet, thence North 165 feet, thence East 70 feet to place of beginning.

Also except: Beginning at a point 21 rods and 14 1/2 feet West from the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 1 in Township 12 South, Range 40 East Boise Meridian; thence running South 20 rods, thence East 4 rods, thence South 8 rods; thence West 8 rods and 9 feet; thence North 28 rods; thence East 4 rods and 9 feet to place of beginning.

Also except: Beginning at the Northwest corner of the Southeast Quarter of Section 1, Township 12, South, Range 40 East, B.M., thence running South 38 rods to the county road; thence East along North side of said road 16 rods; thence Northeasterly along said road 41 rods 8 feet; thence West 29 rods 8 feet to the place of beginning.

Also except: That part of the Southwest Quarter of the Southeast Quarter of said Section 1 lying Southwesterly of the Bear River, and except Tract described as follows: Beginning at a point 17 rods, 10 1/2 feet West from the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 1, thence South 165 feet; thence West 70 feet; thence South 12 rods; thence East 5 rods, more or less, to the center of Trout Creek; thence Northeasterly along the center of said Creek to the South line of Tract conveyed to James Heid by deed recorded in Book 25 of Deeds, at Page 296; thence West and Northwesterly along said South line of the Tract to the South line of Tract conveyed to William H. Mendenhall by deed recorded in Book 13, Page 195, thence West 8 rods and 4 feet, more or less, along said South line to the Southwest corner of said Tract; thence North 10 rods along the West line of said Tract to the Northwest corner thereof; thence West 50 feet, more or less, to the place of beginning.

Also, excepting a strip of land 120.0 feet wide, being 60.0 feet on each side of the following described center line of Highway as surveyed and shown on the official plat of State Highway No. 34-Project No. S-1778 3 Highway Survey on file in the office of the Department of Highways of the State of Idaho and lying over and across the Southeast Quarter of the Southeast Quarter, and a portion of the Northeast Quarter of the Southeast Quarter of Section 1, Township 12 South, Range 40 East, Boise Meridian; beginning at Station 203-74.0 of the said Highway Survey, which station is a point on tangent approximately 12.0 feet West from the Southeast corner of Section 1, Township 12 South, Range 40 East of the Boise Meridian, thence running North 26°34' West 2716.0 feet to Station 230-85.0 of said Survey, which Station is a point on tangent approximately 215.0 feet South and 1240.0 feet West from the East Quarter corner of section 1, Township 12 South, Range 40 East of the Boise Meridian.

And also additional irregular strips of land adjacent and contiguous to the above described right of way on both sides as follows: On the Southwesterly side a strip of land 20.0 feet wide at the South line of said Section 1, and continuing 20.0 feet wide to Station 205-00; thence tapering to 0.0 feet at Station 207-00; on the Northeasterly side, a strip of land 10 feet wide at the East line of said Section 1, and continuing 10.0 feet wide to Station 215-00; thence tapering to 0.0 feet at Station 216-00.

Excepting from the above strip of land the portion located in the Southwest Quarter of the Southwest Quarter of section 6, Township 12 South, Range 41 East of the Boise Meridian. And also, an irregular parcel of land on the Northeasterly side of the center line of said Highway Survey for a county road connection in the Northeast Quarter of the Southeast Quarter of said Section 1, described as follows, to wit: Beginning at a point on a line 60.0 feet distant Northeasterly from and parallel with the center line of said Highway Survey, said point being approximately 296.0 feet South and 1130.0 feet West from the East Quarter corner of said Section 1; thence North 26°34' West, a distance of 43.1 feet, more or less,

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, cursive 'A' or 'K' shape. The second signature is a cursive 'Jc' or similar initials.

to a point; thence North 41°40' East, a distance 340.0 feet, more or less, to the North line of the Northeast Quarter of the Southeast Quarter of said Section 1; thence Easterly along the said North line for a distance of 105.5 feet to a point approximately 820.0 feet West from the East Quarter corner of said Section 1; thence South 41°40' West a distance of 442.0 feet, more or less, to the line distance 60.0 feet Northeasterly from and parallel with the center line of said Highway Survey; thence along said parallel line, North 26°34' West, a distance of 43.1 feet, more or less, to the point of beginning.

Excepting from the above described right of way of the county road connection that portion thereof that lies in the North 215.0 feet of the West 400.00 feet of the Northeast Quarter of the Southeast Quarter of said Section 1.

Also excepting, a parcel of land being in the East Half of the Southeast Quarter of Section 1, Township 12 South, Range 40 East of the Boise Meridian, and lying East of the right of way of State Highway No. 34 and being more particularly described as follows, to wit: Beginning at the Southeast corner of said Section 1; thence North along the East line of said Section 1 to the East Quarter corner of said Section 1; thence West 623.6 feet; thence South 16°14'3" West 447.0 feet; thence South 1°52'33" West 210.0 feet; thence South 8°59'26" East 320.75 feet; thence South 17°14'57" East 168.13 feet; thence South 15°38'33" West to a point in the Easterly line of the right of way of State Highway no. 34 as described in that certain warranty deed recorded May 9, 1956, as instrument NO. 98227, in Book 49 of Deeds, at Page 568, Records of Franklin County, State of Idaho; thence along said right of way line as follows: South 26°34' East 400.00 feet; South 32°16'38" East 100.5 feet; South 26°34' East 300 feet; thence South 63°26' West 130.0 feet; thence south 26°34' East to a point in the South line of said Section 1, thence East along the South line of said Section 1 to the place of beginning.

Also excepting the following tracts: A tract of land located in the Northwest Quarter, Southeast Quarter of Section 1, Township 12 South, Range 40 East of the Boise Meridian and more particularly described as follows:

Beginning at a point on the North boundary line of the Northwest Quarter of the Southeast Quarter, South 89°55' West 336 feet from the Northeast corner of said Northwest Quarter of the Southeast Quarter which said point of beginning is also South 89°55' West 315.4 feet from Station 233-28.7 a point on tangent with a bearing of North 26°34' West of the newly located Cleveland-Niter section of the Preston-Grace, Idaho State Highway No. 34; thence South 89°55' West along the said North boundary of the Northwest Quarter of the Southeast Quarter 112 feet; thence South 1°18' East 256 feet; thence North 86°56' East 125 feet; thence North 4°13' West 250 feet, more or less, to the point of beginning.

Also except: A tract of land located in the Northwest Quarter, Southeast Quarter of Section 1, Township 12 South, Range 40 East of the Boise Meridian and more particularly described as follows:

Beginning at a point on the North boundary line of said Northwest Quarter of Southeast Quarter of Section 1, South 89°55' West 448 feet from the Northeast corner of the said Northwest Quarter of the Southeast Quarter of Section 1, which said point of beginning is also South 89°55' West 427.4 feet from Station 233-28.7 a point on tangent with a bearing of North 26°34' West of the newly located Cleveland-Niter section of the Preston-Grace, Idaho State Highway 34; thence South 89°55' West along the said North boundary of said Northwest Quarter, Southeast Quarter of Section 1, 68 feet; thence South 2°38' East 466 Feet; thence North 85°07' East 57 feet; thence North 1°18' West 461 feet, more or less, to the point of beginning.

Also except: A parcel of land being on both sides of the centerline of State Highway 34, Project No. S-1778 6 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the Southeast Quarter of the Southeast Quarter of Section 1, Township 12 South, Range 40 East, Boise Meridian, described as follows, to wit:

Beginning at the Southeast corner of Section 1, Township 12 South, Range 40 East, Boise Meridian; thence West along the South line of said Section 1 a distance of 79.0 feet, more or less, to a point in a line parallel with and 60.0 feet Southwesterly from the centerline and opposite Station 204-03.8 of said State Highway 34, Project No. S-1778 6 Highway survey; thence North 26°34' West along said parallel line 796.20 feet to a point opposite Station 212-00.0 of said Highway Survey; thence North 63°26' East -130.0 feet to a point in a line parallel with and 70.0 feet Northeasterly from the centerline and opposite Station 212-00.0 of said Highway Survey; thence South 26°34' East along said last parallel line 700.0 feet to a point opposite Station 205-00.0 of said Highway Survey; thence South 37°52'35" East 7.0 feet, more or less, to a point in the East line of said Section 1, thence South along said East line 140.0 feet, more or less, to the place of beginning.

Excepting therefrom:

Township 12 South, Range 40 East of the Boise Meridian, Franklin County, Idaho
Section 1: Commencing at a point 17 rods 10 1/2 feet West from the Northwest corner of The Northeast Quarter of the Southeast Quarter of Section 1, and running thence South 23 1/2 rods, more or less, to the center of Trout Creek; thence Southwesterly along the center of said Creek to a point 70 feet West and 28 rods South of the place of beginning; thence North 28 rods; thence East 70 feet to the place of beginning.

AC *jc*



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

March 07, 2022

THE BANK OF COMMERCE
PO BOX 1046
BLACKFOOT ID 83221-1046

RE: Notice of Security Interest for Water Right/Permit No(s): 13-7913

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: JASON CURTIS