

RECEIVED

NOV 18 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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.
	31-11805 <i>OK</i>			
	31-11806 <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

3113 S 25th E

Idaho Falls, ID 83406

Phone 208-525-9115

Email emily.geisler@bankofcommerce.org

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

Rocky Mountain Land & Cattle Co

5. Expiration Date of Notification Period

10-15-2022

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

*VP - THE BANK OF COMMERCE***For Office Use Only**Received by *JB*

Date

11/18/2021

Receipt No.

E047552

Fee

\$50.-

Processed by AJ

Date

WR

JB

Date

11/30/2021

SUPPORT DATA

31-11805

Instrument # 468405

RIGBY, JEFFERSON, IDAHO

11-02-2021 11:06:55 AM

Recorded for: ALLIANCE TITLE - REXBURG OFFICE

COLLEEN C POOLE

Fee: \$45.00

Ex-Officio Recorder Deputy: LK

Index To: MORTGAGE

Electronically Recorded by Simplifile

Alliance Title # 584268

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010808553

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on October 7, 2021 between the mortgagor(s) ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., an Idaho Limited Liability Company, whose address is 3640 SOUTH YELLOWSTONE HIGHWAY, IDAHO FALLS, Idaho 83402-4703 ("Mortgagor"), and The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor owes Lender the principal sum of One Million Five Hundred Thousand and 00/100 Dollars (U.S. \$1,500,000.00), which is evidenced by the promissory note dated October 7, 2021. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Million Five Hundred Thousand and 00/100 Dollars (U.S. \$1,500,000.00) ("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 Jefferson, State of Idaho:

Address: 2027 AND 2028 EAST 1800 NORTH, TERRETON, Idaho 83450

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

WATER RIGHTS WITH THE FOLLOWING NUMBERS: 31-11805 AND 31-11806 TOGETHER WITH ALL IMPROVEMENTS, FIXTURES, EQUIPMENT, CONSTRUCTION MATERIALS, AND OTHER ARTICLES OF PERSONAL PROPERTY NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR(S) THAT NOW OR HEREAFTER ARE LOCATED ON, AFFIXED OR ATTACHED TO, OR INCORPORATED IN THE LAND, INCLUDING ALL IRRIGATION PUMPS, MOTORS, PIPES, SPRINKLERS AND OTHER IRRIGATION EQUIPMENT.

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, guaranties, 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



468405

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 ROCKY MOUNTAIN LAND AND CATTLE, L.L.C. and INTERMOUNTAIN BISON, LLC 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 October 15, 2022.

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. Mortgagor 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 Mortgagor 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, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor 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 Mortgagor.

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.

UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Security Instrument is intended to be both a real property mortgage and a security agreement within the meaning of the Uniform Commercial Code as adopted in the state where the Property is located and includes both real and personal property and all other rights and interests for any of the items specified above, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor, by executing and delivering this Security Instrument hereby grants Lender a security interest in the Property as security for the Indebtedness, to the full extent that the Property may be subject to the Uniform Commercial Code. Mortgagor agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender upon Lender's request any financing statements that Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Security Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Security Instrument. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Security Instrument to the extent permitted by law.

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.

ROCKY MOUNTAIN LAND AND CATTLE, L.L.C.

By: Roger H. Ball Date 10/2/21
Its: Manager

BUSINESS ACKNOWLEDGMENT

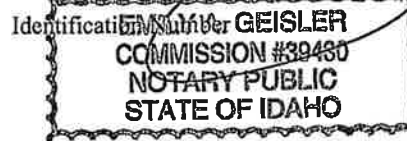
STATE OF ~~IDAHO~~ IDAHO)
COUNTY OF BONNEVILLE)

On this the 12 day of October, 2021, before me, the undersigned, a Notary Public, personally appeared ROGER H. BALL, Manager on behalf of ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Manager of ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 01/29/2027

residing at
Idaho Falls

(Official Seal)



THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

AFTER RECORDING RETURN TO:
The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

Exhibit 'A'

Parcel 1: Township 7 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 36: Southeast Quarter Southwest Quarter.

Excepting therefrom: Beginning at the Southwest corner of the Southeast Quarter Southwest Quarter of said Section 36 and running thence North 500 feet; thence East 500 feet; thence South 500 feet; thence West 500 feet to the point of beginning.

Parcel 2: Township 7 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 36: Beginning at the Southwest corner of the Southeast Quarter Southwest Quarter of said Section 36 and running thence North 500 feet; thence East 500 feet; thence South 500 feet; thence West 500 feet to the point of beginning.

Parcel 3: Township 6 North, Range 35 East, Boise Meridian, Jefferson County, Idaho.
Section 1: Beginning at the North Quarter corner of said Section 1;
thence South along the East line of said Quarter Section 186.76 feet;
thence South $87^{\circ}46'21''$ West 339.81 feet;
thence North $52^{\circ}25'27''$ West 91.67 feet;
thence South $88^{\circ}20'30''$ West 627.00 feet;
thence South $82^{\circ}46'01''$ West 485.00 feet;
thence North $16^{\circ}10'00''$ West 40.43 feet;
thence North $02^{\circ}00'00''$ East 180.13 feet to the North line of said Section 1;
thence North $89^{\circ}48'05''$ East 1148.31 feet to the standard South Quarter corner of Section 36, Township 7 North, Range 35 East of the Boise Meridian;
thence continuing along said North line North $89^{\circ}59'55''$ East 376.75 feet to the point of beginning.

Parcel 4:
Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.
Section 36: Northeast Quarter Southwest Quarter

Excepting Therefrom:
A Parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 35 East of the Boise Meridian.
Section 36: Beginning at the Southwest Corner of said Section 36;
thence North $00^{\circ}03'49''$ West along the West line of said Section 36 for a distance of 1310.00 feet to the True Point of Beginning;
thence North $00^{\circ}03'49''$ West along said West line for a distance of 449.91 feet;
thence North $89^{\circ}56'11''$ East for a distance of 450.00 feet;
thence North $00^{\circ}03'49''$ West for a distance of 193.60 feet;
thence South $89^{\circ}56'11''$ West for a distance of 450.00 feet to the West line of said Section 36;
thence North $00^{\circ}03'49''$ West along said West line for a distance of 685.00 feet to the West Quarter Corner of said Section 36;
thence North $89^{\circ}50'48''$ East for a distance of 1321.75 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 36;
thence North $89^{\circ}50'48''$ East along the North line of said Quarter for a distance of 85.00 feet to the Centerline of Holly Canal;
thence South $00^{\circ}24'50''$ West along said Canal Centerline for a distance of 1158.18 feet;
thence South $83^{\circ}11'27''$ West for a distance of 911.75 feet;
thence South $82^{\circ}21'00''$ West for a distance of 496.00 feet to the True Point of Beginning.

Also Excepting Therefrom:

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 35 East of the Boise Meridian.

Section 36: Beginning at the Southwest Corner of Section 36,

thence North 00°03'49" West along the West line of said Section 36 for a distance of 160.00 feet to the True Point of Beginning,

thence North 00°03'49" West along said West line for a distance of 533.00 feet;

thence North 89°56'11" East for a distance of 124.00 feet;

thence North 00°03'49" West for a distance of 23.00 feet;

thence North 89°56'11" East for a distance of 38.00 feet;

thence North 00°03'49" West for a distance of 34.00 feet;

thence North 89°56'11" East for a distance of 15.00 feet;

thence North 00°03'49" West for a distance of 160.00 feet;

thence South 89°56'11" West for a distance of 177.00 feet to the West line of said Section 36;

thence North 00°03'49" West along said West line for a distance of 400.00 feet;

thence North 82°21'00" East for a distance of 496.00 feet;

thence North 83°11'27" East for a distance of 911.75 feet to the Centerline of Holly Canal;

thence South 00°24'50" West along said Canal Centerline for a distance of 162.00 feet to the South line of the Northeast Quarter of the Southwest Quarter of said Section 36;

thence South 89°52'55" West for a distance of 73.00 feet to the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 36;

thence South 00°06'25" East for a distance of 1321.22 feet to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 36;

thence South 89°52'03" West along the South line of said Section 36 for a distance of 703.75 feet;

thence North 00°07'57" West for a distance of 160.00 feet;

thence North 89°55'13" West for a distance of 619.81 feet to the True Point of Beginning.



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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Governor Brad Little

Director Gary Spackman

November 30, 2021

THE BANK OF COMMERCE
3113 S 25TH E
AMMON ID 83406-5732

RE: Notice of Security Interest for Water Right/Permit No(s): 31-11805 & 31-11806

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: ROCKY MOUNTAIN LAND & CATTLE CO
IDAHO AGCREDIT FLCA