

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 26 2020

DEPARTMENT OF  
WATER RESOURCES

RECEIVED

OCT 21 2020

Department of Water Resources  
Eastern Region

**Notice of Security Interest in a Water Right**

And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page  
Incomplete forms will be returned

1. Water Right No(s): 74-252, 74-253, 74-254, 74-255, 74-256, 74-257, 74-258, 74-259, 74-260, 74-261, 74-262, 74-263, 74-264, 74-266, 74-268, 74-668, 74-669, 74-681, 74-821, 74-822, 74-1095, 74-1096, 74-1097, 74-1098, 74-1114, 74-1116, 74-2218, 74-2325, 74-373, 74-374, 74-985, 74-1066A, 74-1066B, 74-1067, 74-1068, 74-1072, 74-1073, 74-1074, 74-1800A, 74-1800B, 74-999, 74-2268, 74-1070, 74-1071, 74-265, 74-2319, 74-979, 74-980, 74-978, 74-7018, 15-7422 -application

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  
c/o Western AgCredit  
10980 South Jordan Gateway  
P.O. Box 95850  
South Jordan, UT 84095-0850.

**SUPPORT DATA**  
**IN FILE #** 74-252

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

ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., an Idaho  
Limited Liability Company and LEMHI HAYDEN CREEK RANCH  
LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho Limited  
Liability Limited Partnership

5. Expiration Date of Notification Period: January 1, 2050

6. Is this a Renewal of Request for Notification ( ) YES (X) NO

The Bank of Commerce  
By: Western AgCredit, FLCA, Servicing Agent

7. Signature(s) (and title if applicable): By:

  
Ryan Howell  
Senior Vice President- Operations Manager

**For Office Use Only**

Received by JB

Received by JB

Processed by JB

Date 10/21/20

Date 11/6/2020

Date

Fee \$1275.-

Receipt No. E046377

WR

Date

*Partially refunded*

SCANNED

NOV 10 2020

## INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water rights or of any proposed or final action to amend, transfer or otherwise modify the water as provided in Section 42-248(6), **Idaho Code**. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR can not process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at Item 7. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete you should retain a copy and return the completed original form to the IDWR office nearest you:

**IDWR Western Region**  
2735 Airport Way  
Boise, ID 83705-5082  
(208) 334-2190

**IDWR Northern Region**  
1910 Northwest Blvd., Suite 210  
Coeur d'Alene, ID 83814-2615  
(208) 769-1450

**IDWR Southern Region**  
1341 Fillmore Street, Suite 200  
Twin Falls, ID 83301-3380  
(208) 736-3033

**IDWR Eastern Region**  
900 N. Skyline Drive, Suite A  
Idaho Falls, ID 83402-1718  
(208) 525-7161

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce  
1730 West Broadway  
P.O. Box 1887  
Idaho Falls, Idaho 83403

ALLIANCE TITLE & ESCROW CORP.

461439

Microfilm No. 158813  
02 Day Jan 20 20  
At 01 40 O'clock PM  
*[Signature]*  
Oneida Co. Recorder  
Fee \$ 45.00 Deputy  
Recorded at Request of  
Alliance Title - Pocatello Office

158813

Space Above This Line For Recorder's Use

Loan Number: 6001453851

## REAL ESTATE MORTGAGE

**THIS MORTGAGE** is made this 18th day of December, 2019, between **ROCKY MOUNTAIN LAND AND CATTLE, L.L.C.**, an Idaho Limited Liability Company hereinafter called "Mortgagor", and The Bank of Commerce hereinafter called "Mortgagee", having its principal place of business in Idaho Falls, Idaho.

**WITNESSETH:** That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Oneida, State of Idaho, described in Exhibit "A".

**TOGETHER WITH:** all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce  
1730 West Broadway  
P.O. Box 1887  
Idaho Falls, Idaho 83403

ALLIANCE TITLE & ESCROW CORP.

461439

Recorded Electronically	
ID	158913
County	Oncida
Date	1-20-2020 Time 1:40
Simplifile.com 800.460.5657	

Space Above This Line For Recorder's Use

Loan Number: 6001453851

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**TOGETHER WITH:** all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights

or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

**MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS**, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "**Rents**"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.  
  
(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "Action" has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including



environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;



(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing, permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

**B. IT IS MUTUALLY AGREED THAT:**

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagee. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the

Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
  - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any

shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**Signature(s):**

ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., an Idaho  
Limited Liability Company

By: \_\_\_\_\_

ROGER BALL, Manager

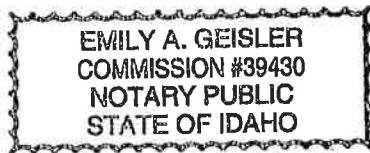
**Notary Acknowledgment(s):**

STATE OF

COUNTY OF

On this 2 day of JANUARY, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared ROGER BALL [☒] personally known to me [☒] proved to me on the basis of satisfactory evidence] to be the person who executed the within instrument as MANAGER, or on behalf of the Limited Liability Company therein named, and acknowledged to me that the Limited Liability Company executed the within instrument pursuant to its articles of organization and operating agreement.

WITNESS my hand and official seal



Notary Public in and for said County and State

01-29-21

**EXHIBIT "A"**

**Oneida, ID**

Parcel No.: RP0220500, RP0221402, RP0221403, RP0221400, RP0221401, RP0221700, RP0222100, RP0222800, RP0167100, RP0167400, RP0169800, RP0170400, RP0170101, RP0170801, RP0170802, RP0171101, RP0171102, RP0211300, RP0166802, RP0170300, RP0211201, RP0211202, RP0170200, RP0203500, RP0204100, RP0162100, RP0162500, RP0171209, RP0207900 and RP0210800

**Parcel XXVI:**

**Township 13 South, Range 35 East, Boise Meridian, Oneida County, Idaho.**

**Section 9: Southeast Quarter of the Southeast Quarter;**

**Also:**

**COMMENCING** at the Southwest corner of the Southeast Quarter of Section 9,  
Thence running East 1320 feet;  
Thence North 1320 feet;  
Thence South 45°00' West 1867.04 feet, more or less to the POINT OF BEGINNING. (T-3160)

**Also:**

**Township 13 South, Range 35 East, Boise Meridian, Oneida County, Idaho:**

**Section 16: Northeast Quarter of the Northwest Quarter; Northeast Quarter; Northeast Quarter of the Southwest Quarter; North Half Southeast Quarter; Lot 4; Lots 2 & 3; Southeast Quarter Northwest Quarter; Southeast Quarter of the Southwest Quarter**

**Also:**

**Township 13 South, Range 35 East, Boise Meridian, Oneida County, Idaho**

**Section 17: The East Half of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter.**

**Section 20: The Northwest Quarter of the Northeast Quarter; the Northeast Quarter of the Northwest Quarter;**

**Except the following described tract;**

**COMMENCING** at a point 1790 feet East and 910 feet North from the Southwest corner of Section 17, Township 13 South, Range 35 East, Boise Meridian, and running:  
North 53°30' East 500 feet;  
Thence North 53°30' West 200 feet;  
Thence South 53°30' West 500 feet;  
Thence South 53°30' East 200 feet to the POINT OF BEGINNING. (T-2841)

**Also:**

**Township 13 South, Range 35 East, Boise Meridian, Oneida County, Idaho**

**Section 17: North Half Southeast Quarter; Southeast Quarter of the Southeast Quarter;**

Also:

COMMENCING at a point 150 feet South of the Northeast corner of the Southeast Quarter Northeast  $\frac{1}{4}$  of Section 17,  
Thence running South 1170 feet to the Southeast corner of said Southeast Quarter Northeast Quarter;  
Thence West 2640 feet;  
Thence North  $63^{\circ}26'$  East 2616.05 feet;  
Thence East 300 feet to POINT OF BEGINNING; (T-3042)

Also:

COMMENCING at a point 1790 feet East and 910 feet North of the Southwest corner of Section 17, Township 13 South,  
Range 35 East, Boise Meridian,  
Thence running North  $53^{\circ}30'$  East 500 feet  
Thence North  $53^{\circ}30'$  West 200 feet;  
Thence South  $53^{\circ}30'$  West 500 feet;  
Thence South  $53^{\circ}30'$  East 200 feet to POINT OF BEGINNING, (T-2841)

Excepting therefrom:

A parcel of land located in Section 17, Township 13 South, Range 35 East, Boise Meridian, Oneida County Idaho, and more particularly described as follows:

BEGINNING at the West Quarter corner of said Section 17 from which the Southwest Corner bears South  $02^{\circ}14'33''$   
West  
2609.46 feet;  
Thence South  $68^{\circ}36'22''$  West 4128.93 feet to a point in the center of Daniels Road the TRUE POINT OF BEGINNING;  
Thence South  $64^{\circ}14'18''$  West 120.05 feet along a fence and its extension to a fence corner;  
Thence South  $00^{\circ}23'43''$  East 368.36 feet along a fence and its extension to the center of Elkhorn Canyon Road;  
Thence North  $67^{\circ}45'52''$  East 364.75 feet along the centerline of said Elkhorn Canyon Road to the centerline of Daniels Road;  
Thence North  $39^{\circ}23'58''$  West 365.58 feet along the centerline of said Daniels Road to the TRUE POINT OF BEGINNING.

Parcel XXVII:

Township 12 South, Range 34 East, Boise Meridian Oneida County, Idaho:

Section 1: South Half Southwest Quarter

Section 2: Southeast Quarter of the Southeast Quarter

Section 11: East Half Northeast Quarter; Northeast Quarter of the Southeast Quarter

Excepting therefrom:

COMMENCING at a point approximately 890.0 feet South of the Northwest Corner of the Southeast Quarter of the Southeast Quarter of Section 2, Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho, which point is also Station 169+00 of Federal Secondary Road Project S-1706(2) and going  
Thence North 535.0 feet;  
Thence Northeasterly around a curve to the right with a delta angle of  $36^{\circ}17'$  and a radius of 1482.40 feet, a distance of 380.0 feet;  
Thence East 120.0 feet to a point 50 feet perpendicular from the centerline of said road project;

Thence Southwesterly around a curve to the left with a deflection angle of  $36^{\circ}17'$  and a radius of 1382.40 feet, a distance of 775.0 feet to a point perpendicular to a 50.0 feet from the centerline of said road project at Station 170+54.50;  
Thence  $50^{\circ}10'$  West a distance of 154.50 feet;  
Thence North  $89^{\circ}50'$  W. a distance of 50.0 feet to a POINT OF BEGINNING

Excepting therefrom the existing road right-of-way.

Parcel XXVIII:

Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho:

Section 11: Southeast Quarter of the Southeast Quarter

Section 14: Southeast Quarter Northeast Quarter; South Half Northeast Quarter Northeast Quarter

Section 13 & 14:

COMMENCING at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 14, and running East 240 rods;

Thence South 50 rods;

Thence West 240 rods;

Thence North 50 rods to the POINT OF BEGINNING. (T-2461)

Township 12 South, Range 35 East, Boise Meridian, Oneida County, Idaho:

Section 7: Lot 2 and the Southeast Quarter Northwest Quarter

Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho:

Section 12: West Half; South Half Northeast Quarter; North Half Southeast Quarter; Southwest Quarter of the Southeast Quarter

Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho:

Section 13: Southeast Quarter; Northwest Quarter; West Half of the Northeast Quarter; Northeast Quarter of the Northeast Quarter

Section 14: North Half of the Northeast Quarter of the Northeast Quarter

Parcel XXIX:

South half Southeast Quarter of Section 1, Township 12 South; Range 34 East, Boise Meridian, Oneida County, Idaho,

Lot 3 of Section 7, Township 12 South, Range 35 East, Boise Meridian, Oneida County, Idaho

The North half of the Northeast Quarter of Section 12, Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho.

Lots 1; the Northeast Quarter Northwest Quarter of Section 7, Township 12 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Together with a Quarter interest in the well and pump fixtures located on that parcel of ground lying West of the County road  
in Lot 4, Section 1, Township 12 South, Range 34 East, Boise Meridian.

**Parcel XXX:**

**Township 12 South Range 34 East, Boise Meridian, Oneida County, Idaho:**

**Section 12: Southeast Quarter Southeast Quarter**

**Parcel XXXI:**

**Township 11 South, Range 35 East, Boise Meridian, Oneida County, Idaho**

**Section 7: Northeast Quarter; Northeast Quarter of the Southeast Quarter**

**Section 8: West Half of the Northwest Quarter; Northwest Quarter of the Southwest Quarter**

**Township 11 South, Range 34 East, Boise Meridian, Oneida County, Idaho**

**Section 12: Southwest Quarter of the Southeast Quarter**

**Section 13: West Half of the Northeast Quarter; Northwest Quarter of the Southeast Quarter**

**Parcel XXXII:**

**Township 12 South, Range 34 East, Boise Meridian, Oneida County, Idaho:**

**Section 14: The Northwest Quarter of the Northeast Quarter; and The North Half of the Southwest Quarter of the Northeast Quarter.**

**Parcel XXXIII:**

**Lots 3 and 4, Section 31, Township 11 South, Range 35 East of the Boise Meridian, Oneida County, Idaho**

**Also:**

**COMMENCING at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 31 and running  
Thence West 160 rods;  
Thence North 160 rods;  
Thence South 45°00' East 113.13 rods, more or less, to the Southeast corner of the Northeast Quarter of the Southwest  
Quarter of said Section 31;  
Thence East 45 rods;  
Thence North 40 rods;  
Thence East 80 rods;  
Thence South 40 rods;  
Thence West 45 rods;  
Thence South 80 rods to the PLACE OF BEGINNING.**

**ALSO:**

**The Southeast Quarter of the Northwest Quarter and Lots 1, 2, 3, 4, 5, 6, and 7, Section 6, Township 12 South,  
Range 35 East of the Boise Meridian, Oneida County, Idaho.**

**TOGETHER WITH the following water right registered with the State of Idaho Department of  
Water Resources: Water Right Number: 15-7422.**



Re-recorded to correct scrivener error,  
in legal description

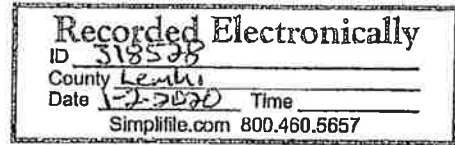
Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce  
1730 West Broadway  
P.O. Box 1887  
Idaho Falls, Idaho 83403

ALLIANCE TITLE & ESCROW CORP.

461439



Instrument # 0000319318 # Pages: 21  
LEMHI COUNTY, Idaho  
Apr 20, 2020 10:30 AM Fee: \$ 45.00  
For: Alliance Title - Pocatello Office  
BRENDA ARMSTRONG, Recorder

Space Above This Line For Recorder's Use

Loan Number: 6001453851

## REAL ESTATE MORTGAGE

**THIS MORTGAGE** is made this 18th day of December, 2019, between **ROCKY MOUNTAIN LAND AND CATTLE, L.L.C.**, an Idaho Limited Liability Company and **LEMHI HAYDEN CREEK RANCH LIMITED LIABILITY LIMITED PARTNERSHIP**, an Idaho Limited Liability Limited Partnership hereinafter called "Mortgagor", and **The Bank of Commerce** hereinafter called "Mortgagee", having its principal place of business in Idaho Falls, Idaho.

**WITNESSETH:** That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Lemhi, State of Idaho, described in Exhibit "A".

**TOGETHER WITH:** all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "Water" and "Water Rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "Water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on,

Microfilm No. 158813  
02 Day Jan 20 20  
At 01 40 O'clock PM  
*Pola Best*  
Oneida Co. Recorder  
Fee \$ 45.00 Deputy  
Recorded at Request of  
Alliance Title - Pocatello Office

158813

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce  
1730 West Broadway  
P.O. Box 1887  
Idaho Falls, Idaho 83403

ALLIANCE TITLE & ESCROW CORP.

*461439*

Space Above This Line For Recorder's Use

Loan Number: 6001453851

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**TOGETHER WITH:** all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights

re-recorded to correct scrivener error  
in legal description

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce  
1730 West Broadway  
P.O. Box 1887  
Idaho Falls, Idaho 83403

ALLIANCE TITLE & ESCROW CORP.

461439

Recorded Electronically	
ID	318528
County	Lemhi
Date	12-20-20 Time 2:53
Simplifile.com 800.460.5657	

Recorded Electronically	
ID	319318
County	Lemhi
Date	12-20-20 Time 10:50
Simplifile.com 800.460.5657	

Recorded Electronically	
ID	159813
County	Oneida
Date	2-20-20 Time 1:40
Simplifile.com 800.460.5657	

Space Above This Line For Recorder's Use

Loan Number: 6001453851

## REAL ESTATE MORTGAGE

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a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on,

under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

**Absolute Assignment of All Revenue From Water Assets** - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

**MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS**, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto

(collectively the "**Rents**"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

**PERSONAL PROPERTY SECURITY AGREEMENT:** All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

**FIXTURE FILING:** This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

**FOR THE PURPOSE OF SECURING:** (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (**notes may contain variable or adjustable rate provisions**):

☒ a Promissory Note or a Supplement to Master Loan Agreement dated as of **December 18, 2019**, in the stated principal amount of **\$15,475,000.00**.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

**A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:**

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its

option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "**Contaminants**") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("**Hazardous Wastes**"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "**Action**" has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("**Tanks**") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("**Hazardous Materials**") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of



business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

**B. IT IS MUTUALLY AGREED THAT:**

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
  - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**Signature(s):**

ROCKY MOUNTAIN LAND AND CATTLE, L.L.C., an Idaho  
Limited Liability Company

By: Roger Ball  
ROGER BALL, Manager

LEMHI HAYDEN CREEK RANCH LIMITED LIABILITY  
LIMITED PARTNERSHIP, an Idaho Limited Liability Limited  
Partnership

By: LEMHI SAWMILL RANCH, LLC, an Idaho Limited  
Liability Company, General Partner

By: Roger Ball  
ROGER BALL, Manager

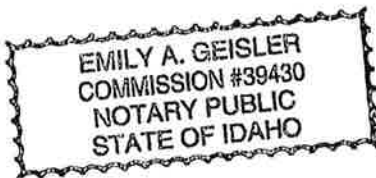
**Notary Acknowledgment(s):**

STATE OF IDAHO

COUNTY OF BONNEVILLE

On this 2 day of JANUARY, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared ROGER BALL [( ) personally known to me] [( ) proved to me on the basis of satisfactory evidence] to be the person who executed the within instrument as MANAGER, or on behalf of the Limited Liability Company therein named, and acknowledged to me that the Limited Liability Company executed the within instrument pursuant to its articles of organization and operating agreement.

WITNESS my hand and official seal



Notary Public in and for said County and State

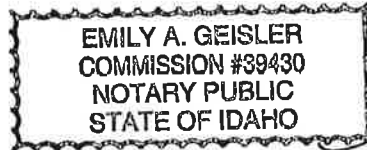
D. 29-21

STATE OF

COUNTY OF

IDAHO  
BONNEVILLE

On this 2 day of JANUARY, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared ROGER BALL [( ) personally known to me] [( ) proved to me on the basis of satisfactory evidence] to be the person who executed the within instrument as a MANAGER, of LEMHI SAWMILL RANCH, LLC, an Idaho Limited Liability Company as GENERAL PARTNER on behalf of the Limited Liability Limited Partnership therein named, and acknowledged to me that the Limited Liability Partnership executed the within instrument pursuant to its articles of organization and operating agreement.



WITNESS my hand and official seal

Notary Public in and for said County and State

01.29.21

EXHIBIT "A"

Lemhi, ID

Parcel No.: MHMH0000000748A, RP17N22E011201A, RP17N23E042401A, RP17N23E042402A, RP17N23E043000A, RP17N23E050000A, RP17N23E050600A, RP17N23E051801A, RP17N23E060600A, RP17N23E063000A, RP17N23E070000A, RP17N23E083000A, RP18N22E241200A, RP18N23E295400A, RP18N23E301200A, RP18N23E310001A, RP18N23E320601A, RP18N23E322401A, RP18N23E326000A, RP18N23E335403A, RP18N23E336602A, MHMH0000000997A, RP17N24E074801A, RP18N24E317801A, RP18N24E299002A, RP18N24E318401A, RP17N24E070001A, RP18N24E314801A, RP18N24E317802A, RP17N23E011800A, RP17N23E010001A, RP17N23E120600A, RP17N23E120000A, RP17N24E053600A, RP17N24E067201A, RP17N24E066600A, RP17N24E060601A, RP18N24E319002A, RP17N24E083000A, RP17N24E070601A, RP17N23E040000A and RP17N24E072401A

**Parcel I:**

Township 17 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Section 4: Lot 4

Section 5: Lots 1, 2 and 3

Township 18 N., Range 22 E., Boise Meridian, Lemhi County, Idaho.

Section 24: South Half of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, Southeast Quarter, Southeast Quarter of the Southwest Quarter

Township 18 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Section 31: Lots 1, 2 and 9; Southeast Quarter of the Northeast Quarter, East Half of the Southeast Quarter

Section 32: Lots 3 and 4; South Half of the Northwest Quarter, North Half of the Southwest Quarter, Southeast Quarter of the Southeast Quarter

Section 33: West Half of the Southeast Quarter, Southwest Quarter

Excepting therefrom the following:

A parcel of land containing not less than 12.00 acres situated in the Southwest Quarter of Section 33, Township 18 North, Range 23 East, Boise Meridian, County of Lemhi, State of Idaho, more particularly described as follows:

The basis of bearings for this description is S 89°53'17" E a distance of 2626.31 feet from the West Quarter Corner of said Section 33 to the Center Quarter Corner of said Section 33.

Commencing at the West Quarter Corner of said Section 33, said Corner being further described in CP&FR Instrument Number 286278 as filed in the Lemhi County Recorder's Office; Thence S 46°06'09" E a distance of 1807.87 feet to the POINT OF BEGINNING; Thence S 69°16'12" E a distance of 187.81 feet to a point on the North Line of the Southeast Quarter of the Southwest Quarter of said Section 33; Thence along said North Line S 89°40'31" E a distance of 492.08 feet to the Northeast Corner of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 33, said point bears S 26°27'43" W a distance of 1471.86 feet from the Center Quarter Corner of said Section 33, said Corner being further described in CP&FR Instrument Number 286277 as filed in the Lemhi County Recorder's Office; Thence along the East Line of the West Half of the Southeast Quarter of the Southwest Quarter of said section 33 S 00°01'51" E a distance of 758.40 feet; Thence leaving said East Line N 89°53'15" W a distance of 662.81 feet to a point on the West Line of the Southeast Quarter of the Southwest Quarter of said Section 33; Thence along said West Line N 00°08'28" E a distance of 551.28 feet; Thence leaving said West Line N 46°27'16" W a distance of 141.83 feet; Thence N 28°27'11" E a distance of 201.75 feet to the POINT OF BEGINNING.

**Parcel II:**

Certain property in Lemhi County, Idaho, described as follows, to-wit:

The H.E. Survey No. 151, embracing a portion of Sections 5 and 8 in Township 17 North of Range 23 East of the Boise Meridian, Lemhi County, Idaho, more particularly bounded and described as follows:

Beginning at corner no. 1 from which the South corner to Sections 32 and 33 of the Boise Meridian, bears N. 26°48' E, 44.90 chains distant; Thence, S. 89°38' E., 39.57 chains to corner no. 2; Thence S. 34.47 chains to corner no. 3; Thence S. 5.36 chains to corner no. 4; Thence N. 89°36' W., 39.90 chains to corner no. 5; Thence N. 0° 28' E., 5.44 chains to corner no. 6; Thence, N. 0° 28' E., 34.43 chains to corner no. 1, the place of beginning. The H.E. Survey No. 152, embracing a portion of Sections 5 and 8 in said Township and Range, said H.E. Survey No. 152, more particularly bounded and described as follows:

Beginning at corner no. 1, from which the Southwest corner of Section 33 in Township 18 North of Range 23 East of the Boise Meridian, bears N. 43° 32' W., 28.17 chains distant; Thence S. 89° 31' E., 12.76 chains to corner no. 2; Thence S. 54.38 chains to corner no. 3; Thence S. 4.12 chains to corner no. 4; Thence S. 85° 4' W., 12.79 chains to corner no. 5; Thence N. 5.36 chains to corner no. 6; Thence N. 54.25 chains to corner no. 1, the place of beginning.

The H.E. Survey No. 230, embracing a portion of Section 5 in Township 17 North, Range 23 E, of the Boise Meridian, Lemhi County, Idaho, more particularly bounded and described as follows:

Beginning at corner no. 1, from which the Southeast corner of Section 32 in Township 18 North of Range 23 East of the Boise Meridian, bears N. 43°25' W., 28.11 chains distant; Thence S. 19.78 chains to corner no. 2; Thence N. 89° 38' W., 39.57 chains to corner no. 3; Thence N. 0° 28' E., 19.67 chains to corner no. 4; Thence N. 89° 54' E., 39.44 chains to corner no. 1, the place of beginning.

The H.E. Survey No. 231, embracing a portion of Sections 5 and 6, Township 17 North, Range 23 East of the Boise Meridian, Lemhi County, Idaho, more particularly bounded and described as follows:

Beginning at corner no. 1, identical with the South quarter corner to Section 32, Township 18 North, Range 23 East of the Boise Meridian; Thence South 89°58'30" East 16.26 chains to corner no. 2; Thence South 0° 02' West 14.53 chains to corner no. 3; Thence South 89° 42' East 3.59 chains to corner no. 4; Thence South 0° 24' West 46.04 chains to corner no. 5; Thence North 89° 58' West 23.26 chains to corner no. 6; Thence North 89° 58' West 16.06 chains to corner no. 7; Thence North 0° 16' East 20.69 chains to corner no. 8; Thence South 89° 51' East 15.97 chains to corner no. 9; Thence South 89° 51' 3.89 chains to corner no. 10; Thence North 0° 6' West 39.93 chains to corner no. 1, the place of beginning.

**ALSO:**

Township 17 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Section 4: South Half of the Northwest Quarter, Southwest Quarter and Lot 3

LESS a parcel of land situated in the Northwest Corner of Lot 3 in Section 4, Township 17 North, Range 23 East of the Boise Meridian, described as follows:

Beginning at the Northwest corner of said Lot 3, running Thence East along the North line of said lot 270 feet; Thence south parallel with the West line of said Lot 3, 208.7 feet; Thence West parallel with the North line of said Lot 3, 270 feet; Thence North along the West line of said lot 3, 208.7 feet, to the place of beginning.

**ALSO:**

A parcel of land situated in the Northwest Corner of Lot 3 in Section 4, Township 17 North, Range 23 East of the Boise Meridian, described as follows:

Beginning at the Northwest corner of said Lot 3, running Thence East along the North line of said lot 270 feet; Thence south parallel with the West line of said Lot 3, 208.7 feet; Thence West parallel with the North line of said Lot 3, 270 feet; Thence North along the West line of said lot 3, 208.7 feet, to the place of beginning.

**ALSO:**

Section 5: Lots 7, 8, 9 and 11

Section 6: Lot 12

Section 7: Northeast Quarter of the Northeast Quarter

Section 8: Northwest Quarter of the Northwest Quarter

**Parcel III:**

Township 17 North, Range 23 East, Boise Meridian, Lemhi County, Idaho.

Section 5: Lots 5 and 6.

**Parcel IV:**

Township 18 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Section 29: West Half of the Southwest Quarter, Southeast Quarter of the Southwest Quarter



Section 30: South Half of the Northeast Quarter, Northeast Quarter of the Southeast Quarter, Southeast Quarter of the Northwest Quarter

Section 32: Lots 2, 7, South Half of the Northeast Quarter, Northeast Quarter of the Southeast Quarter

**Parcel V:**

Township 17 N., Range 22 E., Boise Meridian, Lemhi County, Idaho.

Section 1: Lot 1, South Half of the Northeast Quarter, North Half of the Southeast Quarter

Township 17 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Certain property in Lemhi County, Idaho, described as follows, to-wit:

The H.E. Survey No. 232, embracing a portion of Sections 5 and 6 in Township 17 North of Range 23 East of the Boise Meridian, Lemhi County, Idaho, more particularly bounded and described as follows:

Beginning at corner no. 1, identical with the South quarter corner to Sections 31 and 32 in Township 18 North of Range 23 E of the Boise Meridian; Thence S. 89° 57' E., 40.5 chains to corner no. 2; Thence S. 0° 6' E., 39.93 chains to corner no. 3; Thence N. 89° 51' W., 3.89 chains to corner no. 4; Thence N. 89° 51' W., 15.97 chains to corner no. 5; Thence N. 88° 51' W., 20.34 chains to corner no. 6; Thence N. 39.66 chains to corner no. 1, the place of beginning.

Township 18 N., Range 23 E., Boise Meridian, Lemhi County, Idaho.

Section 32: West Half of the Southeast Quarter, South Half of the Southwest Quarter

**Parcel VI:**

A parcel of land containing not less than 12.00 acres situated in the Southwest Quarter of Section 33, Township 18 North, Range 23 East, Boise Meridian, County of Lemhi, State of Idaho, more particularly described as follows:

The basis of bearings for this description is S 89°53'17" E a distance of 2626.31 feet from the West Quarter Corner of said Section 33 to the Center Quarter Corner of said Section 33.

Commencing at the West Quarter Corner of said Section 33, said Corner being further described in CP&FR Instrument Number 286278 as filed in the Lemhi County Recorder's Office; Thence S 46°06'09" E a distance 1807.87 feet to the POINT OF BEGINNING; Thence S 69°16'12" E a distance of 187.81 feet to a point on the North Line of the Southeast Quarter of the Southwest Quarter of said Section 33; Thence along said North Line S 89°40'31" E a distance of 492.08 feet to the Northeast Corner of the West Half of the Southeast Quarter OF THE Southwest Quarter of said Section 33, said point bears S 26°27'43" W a distance of 1471.86 feet from the Center Quarter Corner of said Section 33, said Corner being further described in CP&FR Instrument Number 286277 as filed in Lemhi County Recorder's Office; Thence along the East Line of the West Half of the Southeast Quarter OF THE Southwest Quarter of said Section 33 S 00°01'51" E a distance of 758.40 feet; Thence leaving said East Line N 89°53'15" W a distance of 662.81 feet to a point on the West Line of the Southeast Quarter OF THE Southwest Quarter of said Section 33; Thence along said West Line N 00°08'28" E a distance of 551.28 feet; Thence leaving said West Line N 46°27'16" W a distance of 141.83 feet; Thence N 28°27'11" E a distance of 201.75 feet to the POINT OF BEGINNING. The above described parcel contains an area of 12.00 acres, and is subject to all easements and rights of way of record or implied.

**Parcel VII:**

A parcel of land located in Lot 11 and the Northwest Quarter of the Southeast Quarter, Section 31, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of said Section 31, from which the Southwest corner of said Section 31 bears N. 89°50'29" W. a distance of 7282.54 ft., the basis of bearing of this description, run Thence N. 34°44'21" W. a Distance of 3215.33 ft., to a point in the center of Hayden Creek Road and the POINT OF BEGINNING; Thence the following courses and distances along said centerline; 190.05 ft. along a curve to the right having a delta of 10°48'48", a radius of

1007.01 ft., a tangent of 95.31 ft.; S. 64°41'24" W., 160.36 ft., 275.47 ft. along a curve to the Left having a delta of 20°44'44", a radius of 760.79 ft., a tangent of 139.26 ft.; S. 43°56'46" W., 261.24 ft.; 198.50 ft. along a curve to the right having a delta of 33°14'45", a radius of 342.09 ft., a tangent of 102.13 ft.; S. 77°11'27" W., 328.40 ft.; Thence N. 17°14'50" E. a distance of 63.02 ft. to a point on an existing fence; Thence the following courses and distances along said fence; N. 42°42'50" E., 546.90 ft.; N. 13°35'58" E. 222.42 ft.; N. 81°39'23" E., 57.88 ft.; S. 79°57'39" E., 35.16 ft.; N. 89°50'19" E., 668.78 ft. to the POINT OF BEGINNING.

Excepting Therefrom: That portion lying within Hayden Creek Road

**Parcel VIII:**

Lot 1, Section 1, Township 17 North, Range 23 East of the Boise Meridian; Lot 4, Section 6, Township 17 North, Range 24 East of the Boise Meridian; Lots 16 and 17 of Section 31, Township 18 North, Range 24 East of the Boise Meridian.

Excepting Therefrom: The following described Tracts A and B from Parcel VIII:

**Tract A:**

A tract of land located in Lot 1 of Section 1, Township 17 North, Range 23 East, Boise Meridian and Lots 16 and 17 of Section 31, Township 18 North, Range 24 East, Boise Meridian, Lemhi County, Idaho, located as follows;

Beginning at the North section corner common to Section 6 of Township 17 North, Range 24 East, Boise Meridian and Section 1 of Township 17 North, Range 23 East, Boise Meridian, Thence North 44°05' West a distance of 159.5 feet to an iron pin, the true point of beginning, Thence on course South 43°01' West a distance of 448.5 feet to a point Thence South 58°52' West a distance of 162 feet to a point, Thence North 68°53' West a distance of 137.8 feet to a point, Thence North 32°12' West a distance of 113.2 feet, more or less, to a point on the Southeasterly property line of Hidden Springs Fish Farm, Inc. property, Thence following said property line North 59°08' East a distance of 9.0 feet, Thence North 58°28' East a distance of 656.3 feet to a point, Thence South 49°31' East a distance of 109.7 feet, more or less, to a true point of beginning.

**Tract B:**

A tract of land situate in Lot 16, Sec. 31, Township 18 North, Range 24 East, Boise Meridian, more particularly described as follows:

Commencing at the center of the Lemhi County Road Bridge across the West Fork of Hayden Creek in Lemhi County, State of Idaho, run Thence easterly along said Lemhi County Road, 2035 feet to a point on the southerly line of said Lemhi County Road, the point of beginning, said point being the northwest corner and Corner No. 1, of the tract of land herein conveyed; Thence North 65°26' E. 309.0 feet to Corner No. 2; Thence N. 45°19' E. 158.5 feet to corner No. 3; Thence N. 62°09' E. 530 feet to Corner No. 4, and the Northeast corner of the tract of land herein conveyed; from which a bridge of the said Lemhi County Road across said Hayden Creek lies easterly 295 feet; Thence S. 49°31' E. 291.0 feet; to Corner No. 5; and the southeast corner of the tract of land herein conveyed; Thence S. 58°28' W. 656.3 feet to Corner No. 6; Thence S. 59°08' W. 167.6 feet to Corner No. 7; Thence S. 66°18' W. to Corner No. 8 and the southwest corner of the tract herein conveyed; Thence N. 0° W. 297.5 feet to the place of beginning.

**Parcel IX:**

Section 1, the Southeast Quarter of the Northeast Quarter, Township 17 North, Range 23 East of the Boise Meridian, Lemhi County, Idaho.

**Parcel X:**

The West Half of the Southwest Quarter, Section 5 and the West Half of the Northwest Quarter Section 8; all in Township 17 North, Range 24 East of the Boise Meridian, Lemhi County, Idaho.  
The Southwest Quarter of the Northwest Quarter of Section 5; the Southeast Quarter of the Northeast Quarter, the East Half of the Southeast Quarter of Section 6; the East Half of the Northeast Quarter of Section 7; Township 17 North, Range 24 East of the Boise Meridian.

**Parcel XI:**

Lots 2, 3, and 5, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 6, Township 17 North, Range 24 East of the Boise Meridian, Lemhi County, Idaho; the Southwest Quarter of the Southeast Quarter, and Lot 18 of Section 31, Township 18 North, Range 24 East of the Boise Meridian. The Southwest Quarter of the Southeast Quarter of Section 6 Township 17 North, Range 24 East of the Boise Meridian. The West Half of the Northeast Quarter, Section 7, Township 17 North, Range 24 East of the Boise Meridian.

Excepting Therefrom: The following described Tract C from Parcel XI:

**Tract C:**

A tract of land located in the East Half Section 31 and the West Half Section 32, T. 18 N., R. 24 E., and the North Half Northeast Quarter Section 6, T. 17 N, R 24 E., Boise Meridian, Lemhi County, Idaho more particularly described as follows:

Beginning at the Northeast corner of said Section 6, from which the Northwest Corner of Section 6 bears N. 89°49'02" W., 5015.93 feet, the basis of bearing of the description. Run Thence S. 00°13'14" E. along the easterly boundary of Section 6 at distance of 721.81 feet:

Thence S. 89°49'04" W., a distance of 1317.41 feet;  
Thence N. 80°36'25" W., a distance of 33.42 feet;  
Thence N. 08°33'00" W., a distance of 256.99 feet;  
Thence N. 02°04'20" E., a distance of 343.33 feet;  
Thence N. 06°36'29" W., a distance of 184.45 feet;  
Thence N. 17°54'37" W., a distance of 120.15 feet;  
Thence N. 33°13'38" W., a distance of 101.15 feet;  
Thence N. 53°44'15" W., a distance of 50.09 feet;  
Thence N. 62°33'24" W., a distance of 85.30 feet;  
Thence S. 66°42'55" W., a distance of 36.14 feet;  
Thence N. 25°15'28" W., a distance of 34.99 feet;  
Thence N. 19°59'02" W., a distance of 366.19 feet;  
Thence N. 15°45'03" W., a distance of 662.86 feet;  
Thence N. 15°05'13" W., a distance of 97.80 feet;  
Thence N. 24°32'40" E., a distance of 350.00 feet;  
Thence N. 54°35'42" E., a distance of 704.14 feet;  
Thence N. 31°04'56" E., a distance of 451.19 feet;  
Thence N. 56°01'11" E., a distance of 975.36 feet;  
Thence N. 33°31'51" E., a distance of 83.39 feet;  
Thence N. 59°08'28" W., a distance of 18.18 feet;  
Thence N. 30°01'55" W., a distance of 253.78 feet;  
Thence N. 52°11'16" W., a distance of 98.23 feet;  
Thence S. 43°20'15" W., a distance of 104.41 feet;  
Thence N. 64°37'44" W., a distance of 16.05 feet;  
Thence S. 45°51'28" W., a distance of 168.58 feet;  
Thence S. 54°13'13" W., a distance of 936.29 feet;  
Thence N. 42°46'27" W., a distance of 164.44 feet;  
Thence N. 26°17'23" E., a distance of 369.05 feet;

Thence N. 38°24'49" E., a distance of 327.67 feet;  
 Thence N. 51°19'25" E., a distance of 545.72 feet;  
 Thence N. 26°33'16" W., a distance of 292.78 feet;  
 Thence N. 13°56'12" W., a distance of 131.52 feet;  
 Thence N. 74°43'43" E., a distance of 69.47 feet;  
 Thence S. 51°03'49" E., a distance of 93.80 feet;  
 Thence S. 87°05'58" E., a distance of 351.46 feet;  
 Thence S. 44°03'37" E., a distance of 136.54 feet;  
 Thence N. 52°39'39" E., a distance of 555.24 feet;  
 Thence S. 46°20'51" E., a distance of 774.81 feet;  
 Thence N. 44°30'27" E., a distance of 484.73 feet to a point on the easterly boundary of government Lot 4 of said Section 32;  
 Thence S. 00°09'00" E, along said easterly boundary a distance of 168.47 feet to the Southeast corner of said Lot 4 and the Northwest corner of the Southeast Quarter Northwest Quarter of Section 32;  
 Thence N. 89°54'35" E. along the northerly boundary of said Southeast Quarter Northwest Quarter a distance of 1313.97 feet to the Northeast corner of the Southeast Quarter Northwest Quarter.  
 Thence S. 44°43'55" W., a distance of 1862.09 feet, to the Southwest corner of said Southeast Quarter Northwest Quarter of Section 32,  
 Thence S. 00°09'00" E., along the easterly boundary of the West Half Southwest Quarter, a distance of 342.72 feet to a point on the centerline of Little Sawmill Creek; Thence along said centerline the following courses and distances:  
 S. 53°11'19" W., 135.54 feet;  
 S. 18°10'08" W., 295.02 feet;  
 S. 21°46'36" W., 588.55 feet;  
 S. 14°50'53" W., 220.85 feet;  
 S. 08°55'03" E., 260.91 feet;  
 S. 11°24'00" W., 307.17 feet;  
 S. 26°59'39" W., 270.31 feet;  
 S. 00°48'28" E., 171.52 feet;  
 S. 18°42'49" W., 220.75 feet to a point on the southerly boundary of said Section 32;  
 Thence S. 89°54'57" W., along said southerly boundary a distance of 403.05 feet to the point of beginning.

**Parcel XII:**

The South Half of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter of Section 1; the Northwest Quarter of the Northeast Quarter of Section 12, Township 17 North, Range 23 East of the Boise Meridian; Lots 6 and 7, and the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 6, Township 17 North, Range 24 East of the Boise Meridian. <sup>East</sup>

Excepting Therefrom: The following described Tract D from Parcel XII:

**Tract D:**

Tax No 461, being a part of the Southwest Quarter of the Southeast Quarter, Section 1, Township 17 North, Range 23 East of the Boise Meridian, more particularly described as follows, to-wit:

Beginning at the Quarter corner between Section 1 and 12, in Township 17 North, Range 23 East, Boise Meridian, and running Thence North 80 rods to a point; Thence East 80 rods to the Northeast corner of the Southwest Quarter of the Southeast Quarter said Section 1; Thence Southwesterly diagonally across said Southwest Quarter of the Southeast Quarter said Section 1, to the Place of Beginning.

**Parcel XIII:**

The East Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 7, all in Township 17 North, Range 24 East of the Boise Meridian.

**Parcel XIV:**

All of the East Half of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section 12, Township 17 North, Range 23 East of the Boise Meridian.

**Parcel XV:**

Government Lots 1-4, East Half Northeast Quarter, North Half Southeast Quarter, Southwest Quarter Northeast Quarter, East Half Southwest Quarter, Southeast Quarter Northwest Quarter, Northeast Quarter Northwest Quarter, and the Northwest Quarter Northeast Quarter, Section 7, T. 17 N., R. 24 E., Boise Meridian, Lemhi County, Idaho;

~~Less RP17N24E072401A, RP17N24E070601A, and the following described parcel:~~

**Also Excepting:**

A parcel of ground located in Section 7, T. 17 N., R. 24 E., Boise Meridian, Lemhi county, Idaho, more particularly described as follows;  
Commencing at the Northeast Corner of said Section 7 from which the Southeast Corner of said section bears S 00°00'46" E a distance of 5278.58 ft., the Basis of Bearing for this description, run Thence S 43°41'46" W a distance of 3812.56 ft. to a point on the N-S Centerline of said section and the POINT OF BEGINNING;  
Thence S 00°10'31" E along said centerline a distance of 75.00 ft.;  
Thence S 74°31'26" W a distance of 193.70 ft.;  
Thence N 38°49'05" W a distance of 174.27 ft.;  
Thence N 49°09'50" E a distance of 227.97 ft.;  
Thence S 37°55'04" E a distance of 200.49 ft. to the POINT OF BEGINNING.

**Parcel XVI:**

The Southeast Quarter of the Southwest Quarter of Section 6, Township 17 North, Range 24 East, Boise Meridian, Lot 12, Section 31, Township 18 North, Range 24 East Boise Meridian; and Tax Number 307 designates the following piece or parcel of land, lying and being in the County of Lemhi, State of Idaho, and more particularly described as follows, to-wit:  
Beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 North, Range 24 East, Boise Meridian, running Thence North 200 feet or about that distance to the Ranch Wagon Road; Thence Southeasterly along said Wagon Road to the Southerly line of said Section 31; Thence West about 100 feet to the Place of Beginning, being a fraction of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 North, Range 24 East, Boise Meridian.

**Excepting Therefrom:**

Right-of-Ways for County Road recorded May 14, 1959, in book 47 at pages 216, 217 and 219, records of Lemhi County, Idaho, located in Section 1, T. 17 N., R. 23 E. and in Section 31, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho.

Also Excepting any portion of the above described real property being used for the Right-of-Way for the Ranch Wagon Road.

**Parcel XVII:**

A parcel of land located in the Lot 11 and the Northwest Quarter of the Southeast Quarter, Section 31, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 31, from which the Southwest corner of said Section bears N. 89°50'29" W., 7282.54 feet; the basis of bearing of this description; run Thence N. 52°35'19" W. a distance of 2181.70 feet to a point on the Southerly boundary line of the Northwest Quarter of the Southeast Quarter and the Point of Beginning.

Thence N. 89°50'43" W. along the said Southerly boundary line of said <sup>west</sup> Northeast Quarter of the Southeast Quarter and Lot 11, a distance of 2090.07 feet to a point on the centerline of Hayden Creek Road;

Thence the following courses and distances along said centerline:

N. 41°45'41" E., 628.26 feet; 247.71 feet along a curve to the right having a chord of N. 59°28'34" E., 243.78 feet; a delta of 35°25'51", a radius of 400.58 feet; N. 77°11'28" E., 492.14 feet; 195.72 feet along a curve to the left having a chord of N. 60°34'05" E., 195.72 feet, a delta of 33°14'44"; a radius of 342.09 feet; N. 43°56'46" E., 61.51 feet;

Thence leaving said centerline and running along an existing fence line, the following courses and distances:  
S. 76°59'25" E., 1009.12 feet; S. 24°32'02" W. 578.26 feet; S. 15°05'53" E., 97.82 feet to the Point of Beginning.

Excepting Therefrom: That portion lying within Hayden Creek Road.

#### Parcel XVIII:

A portion of Government Lot 9 & 10, Section 32, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at M.P. 1 Half said Section 32, from which M.P. 2 bears N 89°46'00" W the Basis of Bearing of this description, 2645.34 feet, run Thence N 89°46'00" W along the northerly line of Government Lot 11 said Section 32, 20.80 feet to the Northeast Corner said Lot 10 said point being the Point of Beginning;

Thence S 00°00'04" E, 1077.53 feet to the Southeast Corner of said Lot 10;

Thence N 89°57'51" W, 1314.14 feet to the Southwest Corner of said Lot 10;

Thence N 00°04'19" E along the westerly line of said Lot 10, 166.15 feet;

Thence leaving said westerly line N 44°42'41" E, 444.66 feet;

Thence N 33°47'59" E, 718.44 feet to the Southwest Corner of said Lot 9;

Thence N 41°16'07" E, 665.69 feet to a point on the northerly line of said Lot 9;

Thence N 89°32'25" W along said northerly line, 208.50 feet;

Thence leaving said northerly line S 05°14'56" W, 506.59 feet to the Point of Beginning.

Said parcel does not constitute a separate building parcel, lands are to be added to lands owned by Lemhi Ranches in said Section 32, until such time as a legal Lot Split is performed as per Lemhi County Code.

#### Parcel XIX:

A parcel of land located in Sections 28 and 29, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho more particularly described as follows;

Beginning at the Southwest Corner of said Section 28, from which the Southeast Corner of said Section bears N 89°25'18" E a distance of 5271.66 ft., the Basis of Bearing for this description, run Thence S 89°32'25" W along the southerly boundary of said Section 29 a distance of 2309.18 ft.;

Thence N 19°25'16" E a distance of 131.25 ft.;

Thence N 29°47'53" E a distance of 537.00 ft.;

Thence N 56°38'54" W a distance of 316.51 ft. to a point on the easterly right-of-way of Hayden Creek Road;

Thence the following courses along said right-of-way:

S 33°57'38" W 134.63 ft.; S 25°05'09" W 400.56 ft.;

Thence N 79°34'01" W a distance of 141.00 ft. to a point on the westerly boundary of the East Half of said Section 29;

Thence N 00°09'26" E along said boundary a distance of 1770.71 ft.;

Thence N 48°10'24" E a distance of 125.02 ft.;

Thence N 33°10'42" E a distance of 135.26 ft.;

Thence N 52°17'07" E a distance of 170.69 ft.;

Thence N 28°26'53" E a distance of 162.03 ft.;

Thence N 35°50'17" E a distance of 250.85 ft.;

Thence N 39°33'22" E a distance of 212.72 ft. to a point on the westerly boundary of Record of Survey Instrument Number 262047 (U.S.F.S. Lemhi Administrative Site);



Thence the following courses along said R.O.S:

S 00°06'31" W 236.80 ft.; N 89°40'22" E 1319.29 ft.;

N 00°00'54" E 146.52 ft. to a point on the westerly right-of-way of Hayden Creek Road;

Thence the following courses along said right-of-way:

N 43°40'29" E 187.59 ft.; 218.39 ft. along a curve to the left having a chord of

N 30°15'20" E 216.41 ft., a delta of 26°45'12" and a radius of 467.71 ft.;

N 16°59'03" E 1821.51 ft.; 162.42 ft. along a curve to the right having a chord of

N 22°53'50" E 161.94 ft., a delta of 15°11'55" and radius of 612.28 ft.;

Thence N 20°18'16" W a distance of 183.86 ft.;

Thence N 42°04'19" W a distance of 166.70 ft. to the Northwest Corner of said Section 28;

Thence N 89°31'24" E along the northerly boundary of said Section 28 a distance of

758.00 ft. to a point on the westerly right-of-way of Idaho State Highway 28;

Thence the following courses along said right-of-way:

1124.85 ft. along a curve to the left having a chord of S 12°32'20" E 1123.08 ft., a delta of

11°09'04" and a radius of 5779.58 ft.; 200.98 ft. along a 1° spiral curve to

the left having a chord of S 18°46'27" E 200.98 ft.; S 19°07'13" E 1440.28 ft. to

a point on the northerly boundary of the Northeast Quarter of the Southwest Quarter of said Section 28 and the

northeasterly corner of Fishermans Lodge (Plat Instrument Number 163433);

Thence S 89°37'29" W along the northerly boundary of said Northeast Quarter of the Southwest Quarter and Fishermans

Lodge a distance of 209.52 ft. to the Northwest Corner of said Northeast Quarter of the Southwest Quarter and

Fishermans Lodge;

Thence S 00°10'30" W along the westerly boundary of said Northeast Quarter of the Southwest Quarter and Fishermans

Lodge a distance of 238.57 ft.;

Thence S 16°09'25" W a distance of 1926.64 ft.;

Thence N 32°53'18" W a distance of 372.50 ft.;

Thence N 31°22'06" W a distance of 517.50 ft. to a point on the northerly boundary of the Southwest Quarter of the

Southwest Quarter of said Section 28;

Thence S 89°29'27" W along said boundary a distance of 318.29 ft. to the Northwest corner of said Southwest Quarter of

the Southwest Quarter;

Thence S 00°02'55" E along the westerly boundary of said Southwest Quarter of the Southwest Quarter a distance of

1325.70 ft. to the POINT OF BEGINNING.

#### Parcel XX:

A parcel of land located in the East Half Section 31 and the West Half Section 32, T. 18 N., R. 24 E., and the North Half Northeast Quarter Section 6, T. 17 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Beginning at the Northeast Corner of said Section 6, from which the Northwest Corner of Section 6 bears N. 89°49'02" W., 5015.93 ft., the basis of bearing of this description, run Thence S. 00°13'14" E. Along the Easterly boundary of Section 6 a distance of 721.81 ft.;

Thence S. 89°49'04" W., a distance of 1317.41 ft.;

Thence N. 80°36'25" W., a distance of 33.42 ft.;

Thence N. 08°33'00" W., a distance of 256.99 ft.;

Thence N. 02°04'20" E., a distance of 343.33 ft.;

Thence N. 06°36'29" W., a distance of 184.45 ft.;

Thence N. 17°54'37" W., a distance of 120.15 ft.;

Thence N. 33°13'38" W., a distance of 101.15 ft.;

Thence N. 53°44'15" W., a distance of 50.09 ft.;

Thence N. 62°33'24" W., a distance of 85.30 ft.;

Thence S. 66°42'55" W., a distance of 36.14 ft.;

Thence N. 25°15'28" W., a distance of 34.99 ft.;

Thence N. 19°59'02" W., a distance of 366.19 ft.;

Thence N. 15°45'03" W., a distance of 662.86 ft.;



Thence N. 15°05'13" W., a distance of 97.80 ft.;  
 Thence N. 24°32'40" E., a distance of 350.00 ft.;  
 Thence N. 54°35'42" E., a distance of 704.14 ft.;  
 Thence N. 31°04'56" E., a distance of 451.19 ft.;  
 Thence N. 56°01'11" E., a distance of 975.36 ft.;  
 Thence N. 33°31'51" E., a distance of 83.39 ft.;  
 Thence N. 59°08'28" W., a distance of 18.18 ft.;  
 Thence N. 30°01'55" W., a distance of 253.78 ft.;  
 Thence N. 52°11'16" W., a distance of 98.23 ft.;  
 Thence S. 43°20'15" W., a distance of 104.41 ft.;  
 Thence N. 64°37'44" W., a distance of 16.05 ft.;  
 Thence S. 45°51'28" W., a distance of 168.58 ft.;  
 Thence S. 54°13'13" W., a distance of 936.29 ft.;  
 Thence N. 42°46'27" W., a distance of 164.44 ft.;  
 Thence N. 26°17'23" E., a distance of 369.05 ft.;  
 Thence N. 38°24'49" E., a distance of 327.67 ft.;  
 Thence N. 51°19'25" E., a distance of 545.72 ft.;  
 Thence N. 26°33'16" W., a distance of 292.78 ft.;  
 Thence N. 13°56'12" W., a distance of 131.52 ft.;  
 Thence N. 74°43'43" E., a distance of 69.47 ft.;  
 Thence S. 51°03'49" E., a distance of 93.80 ft.;  
 Thence S. 87°05'58" E., a distance of 351.46 ft.;  
 Thence S. 44°03'37" E., a distance of 136.54 ft.;  
 Thence N. 52°39'39" E., a distance of 555.24 ft.;  
 Thence S. 46°20'51" E., a distance of 774.81 ft.;  
 Thence N. 44°30'27" E., a distance of 484.73 ft. to a point on the easterly boundary of government Lot 4 of said section 32;  
 Thence S. 00°09'00" E., along said easterly boundary a distance of 168.47 ft. to the Southeast Corner of said Lot 4 and the Northwest corner of the Southeast Quarter Northwest Quarter of Section 32;  
 Thence N. 89°54'35" E., along the northerly boundary of said Southeast Quarter Northwest Quarter a distance of 1313.97 ft. to the Northeast corner of the Southeast Quarter Northwest Quarter;  
 Thence S. 44°43'55" W., a distance of 1862.09 ft., to the Southwest corner of said Southeast Quarter Northwest Quarter of Section 32;  
 Thence S. 00°09'00" E., along the easterly boundary of the West Half Southwest Quarter, a distance of 342.72 ft. to a point on the centerline of Little Sawmill Creek;  
 Thence along said centerline, the following courses and distances:  
 S. 53°11'19" W., 135.54 ft.;  
 S. 18°10'08" W., 295.02 ft.;  
 S. 21°46'36" W., 588.55 ft.;  
 S. 14°50'53" W., 220.85 ft.;  
 S. 08°55'03" E., 260.91 ft.;  
 S. 11°24'00" W., 307.17 ft.;  
 S. 26°59'39" W., 270.31 ft.;  
 S. 00°48'28" E., 171.52 ft.;  
 S. 18°42'49" W., 220.75 ft.; to a point on the southerly boundary of said section 32;  
 Thence S. 89°54'57" W., along said southerly boundary a distance of 403.05 ft. to the POINT OF BEGINNING.

**Together With:**

A 40.00 ft. wide non-exclusive easement appurtenant to parcel B for Ingress and Egress along the following described centerline:

Commencing at the Southeast Corner of said Section 31, run Thence N. 11°26'18" W., a distance of 4359.02 ft. to a point on the centerline of Hayden Creek Road and the POINT OF BEGINNING;  
 Thence the following courses and distances along the centerline of said easement:

S. 30°18'42" E., 66.00 ft.; 102.45 ft. along a curve to the left having a delta of 69°23'50", a radius of 84.59 ft. and a chord bearing S. 65°00'44" E., for 96.31 ft.;  
N. 80°17'14" E., 54.20 ft.; 76.50 ft. along a curve to the right having a delta of 51°53'49", a radius of 84.46 ft. and a chord bearing S. 73°45'50" E. for 73.91 ft.;  
S. 47°49'31" E., 24.75 ft.

**Parcel XXI:**

A portion of Government Lot 9 & 10, Section 32, T. 18 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at M.P. 1 1/4 said Section 32, from which M.P. 2 bears N 89°46'00" W the Basis of Bearing of this description, 2645.34 feet, run Thence N 89°46'00" W along the northerly line of Government Lot 11 said Section 32, 20.80 feet to the Northeast Corner said Lot 10 said point being the Point of Beginning;

Thence S 00°00'04" E, 1077.53 feet to the Southeast Corner of said Lot 10;  
Thence N 89°57'51" W, 1314.14 feet to the Southwest Corner of said Lot 10;  
Thence N 00°04'19" E, along the westerly line of said Lot 10, 166.15 feet;  
Thence leaving said westerly line N 44°42'41" E, 444.66 feet;  
Thence N 33°47'59" E, 718.44 feet to the Southwest Corner of said Lot 9;  
Thence N 41°16'07" E, 665.69 feet to a point on the northerly line of said Lot 9;  
Thence N 89°32'25" E, along said northerly line, 208.50 feet;  
Thence leaving said northerly line S 05°14'56" W, 506.59 feet to the Point of Beginning.

**Parcel XXII:**

A parcel of ground located in Section 7, T. 17 N., R. 24 E., Boise Meridian, Lemhi county, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of said Section 7 from which the Southeast Corner of said section bears S 00°00'46" E a distance of 5278.58 ft., the Basis of Bearing for this description, run Thence S 43°41'46" W a distance of 3812.56 ft. to a point on the N-S Centerline of said section and the POINT OF BEGINNING;

Thence S 00°10'31" E along said centerline a distance of 75.00 ft.;  
Thence S 74°31'26" W a distance of 193.70 ft.;  
Thence N 38°49'05" W a distance of 174.27 ft.;  
Thence N 49°09'50" E a distance of 227.97 ft.;  
Thence S 37°55'04" E a distance of 200.49 ft. to the POINT OF BEGINNING.

**Parcel XXXIV:**

Lots 1 and 2 and the South Half of the Northeast Quarter all in Section 4 Township 17 North, Range 23 East, Boise Meridian, Lemhi County, Idaho.

TOGETHER WITH the following water rights registered with the State of Idaho Department of Water Resources: Water Right Number(s): 74-252, 74-253, 74-254, 74-255, 74-256, 74-257, 74-258, 74-259, 74-260, 74-261, 74-262, 74-263, 74-264, 74-266, 74-268, 74-668, 74-669, 74-681, 74-821 74-822, 74-1095, 74-1096, 74-1097, 74-1098, 74-1114, 74-1116, 74-2218, 74-2325, 74-373, 74-374, 74-985, 74-1066A, 74-1066B, 74-1067, 74-1068, 74-1072, 74-1073, 74-1074, 74-1800A, 74-1800B, 74-999, 74-2268, 74-1070, 74-1071, 74-265, 74-2319, 74-979, 74-980, 74-978 and 74-7018.

ALSO TOGETHER with all U.S. Bureau of Land Management grazing privileges within the GROUSE CREEK AND YEARIAN CREEK allotment(s).

ALSO TOGETHER with 89.5% of the GROUSE CREEK CATTLE GROWERS ASSOCIATION's rights in the above mentioned U.S. Bureau of Land Management grazing privileges within the GROUSE CREEK allotment.

ALSO TOGETHER with all U.S. Forestry grazing privileges within the GROUSE CREEK C&H allotment(s) in the SALMON-CHALLIS NATIONAL FOREST National Forest.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

November 10, 2020

THE BANK OF COMMERCE  
C/O WESTERN AG CREDIT  
PO BOX 95850  
SOUTH JORDAN UT 84095-0850

RE: Notice of Security Interest for Water Right/Permit No(s): See Attached List

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.

Please note, the current owner of record for the attached list of water rights is not Rocky Mountain Land and Cattle LLC or Lemhi Hayden Creek Ranch Limited Liability Limited Partnership. If either of these entities are the owners new of the attached list of water rights, please submit a Notice of Change in Water Right Ownership along with the appropriate documentation and fees.

Also, 15-7422 is a water right application on moratorium hold. As this is still in the application stage, a security interest cannot be placed on this. A refund of \$25.00 will issued and sent under a separate cover.

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) 287-4945.

Sincerely,

Amanda Johnson-Veibell  
Technical Records Specialist 1

Enclosure(s)

c: R & L BEAN RANCH LLC  
BEVERLY KIRKHAM HEINZ  
GUARDIAN LTD PARTNERSHIP NO 2  
MEADOW RANCH LLC

Basin	Sequence	Suffix
74	252	
74	253	
74	254	
74	255	
74	256	
74	257	
74	258	
74	259	
74	260	
74	261	
74	262	
74	263	
74	264	
74	265	
74	266	
74	268	
74	373	
74	374	
74	668	
74	669	
74	681	
74	821	
74	822	
74	978	
74	979	
74	980	
74	985	
74	999	
74	1066	A
74	1066	B
74	1067	
74	1068	
74	1071	
74	1072	
74	1073	
74	1074	
74	1095	
74	1096	
74	1097	
74	1098	
74	1114	
74	1116	
74	1800	A
74	1800	B
74	2218	
74	2268	
74	2319	
74	2325	
74	7018	
15	7422	

## **Veibell, Amanda**

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**From:** Veibell, Amanda  
**Sent:** Tuesday, November 10, 2020 2:35 PM  
**To:** IdwrPayable  
**Subject:** E046377 - Partial Refund

Good Afternoon.

Western AgCredit submitted a Security interest on 51 water rights on 10/21/2020 in Eastern. One of those water rights is an application on moratorium hold in Eastern. Please issue a \$25.00 partial refund of E046377 to:

The Bank of Commerce  
c/o Western AgCredit  
10980 South Jordan Gateway  
PO Box 95850  
South Jordan, UT 84095-0850

## **Amanda Johnson-Veibell**

Technical Records Specialist I  
Idaho Dept Water Resources  
PO Box 83720 Boise ID 83720-0098  
208-287-4945