

RECEIVED  
MAR 14 2019  
Department of Water Resources  
Eastern Region

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

# 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.

RECEIVED  
MAR 15 2019  
Department of Water Resources  
Eastern Region

1. Water Right No(s).: 29-2548 OK  
Adjudication Claim No(s).: \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  
 \_\_\_\_\_  
 The Bank of Commerce  
 \_\_\_\_\_  
 3113 S. 25th E.  
 \_\_\_\_\_  
 Idaho Falls, ID 83406  
 \_\_\_\_\_
4. Name of Water Right Owner/Claimant(s)  
 \_\_\_\_\_  
 R Lloyd Brothers, a general partnership  
 \_\_\_\_\_
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s)  
 (and title if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUPPORT DATA**

**IN FILE #** 29-2548

**For Office Use Only**

Received by JPS Date 3/15/2019 Fee \$175.-  
 Received by JPS Date 3/15/2019 Receipt No. E044776  
 Processed by AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## 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): 29-7001 OK  
Adjudication Claim No(s): \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  

The Bank of Commerce  
3113 S. 25th E.  
Idaho Falls, ID 83406
4. Name of Water Right Owner/Claimant(s) R Lloyd Brothers, a general partnership
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) *Randy Lloyd*  
 (and title if applicable) Rory Lloyd

**For Office Use Only**

|                        |                       |                            |
|------------------------|-----------------------|----------------------------|
| Received by <u>SPS</u> | Date <u>3/15/2019</u> | Fee <u>\$175.-</u>         |
| Received by <u>SPS</u> | Date <u>3/15/2019</u> | Receipt No. <u>FO44776</u> |
| Processed by _____ AJ  | Date _____            | WR _____ Date _____        |

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Security Interest in a Water Right

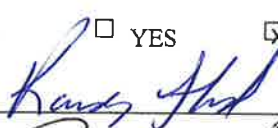
**And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

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): 29-7061 OK  
Adjudication Claim No(s): \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  

The Bank of Commerce  
3113 S. 25th E.  
Idaho Falls, ID 83406
4. Name of Water Right Owner/Claimant(s)  

R Lloyd Brothers, a general partnership
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s)  
(and title if applicable)  

  
Randy Lloyd

**For Office Use Only**

|                       |                       |                            |            |
|-----------------------|-----------------------|----------------------------|------------|
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Fee <u>\$175.-</u>         |            |
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Receipt No. <u>ED44776</u> |            |
| Processed by _____    | AJ Date _____         | WR _____                   | Date _____ |

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Security Interest in a Water Right

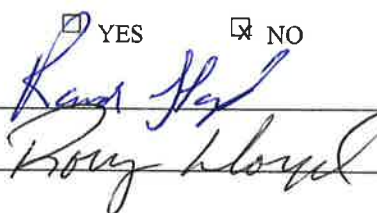
And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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).: 29-7636 *OK*  
Adjudication Claim No(s).: \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  

The Bank of Commerce  
3113 S. 25th E.  
Idaho Falls, ID 83406
4. Name of Water Right Owner/Claimant(s)  

R Lloyd Brothers, a general partnership
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) of Security Interest holder(s)  
(and title if applicable)  

  
Roy Lloyd

**For Office Use Only**

|                       |                       |                            |
|-----------------------|-----------------------|----------------------------|
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Fee <u>\$175</u>           |
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Receipt No. <u>1044776</u> |
| Processed by _____    | AJ Date _____         | WR _____ Date _____        |

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## 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): 29-7637  
Adjudication Claim No(s): \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
 

The Bank of Commerce  
3113 S. 25th E.  
Idaho Falls, ID 83406
4. Name of Water Right Owner/Claimant(s) R Lloyd Brothers, a general partnership
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) *Roy Lloyd*  
(and title if applicable) Roy Lloyd

**For Office Use Only**

|                        |                       |                             |
|------------------------|-----------------------|-----------------------------|
| Received by <u>JR</u>  | Date <u>3/15/2019</u> | Fee <u>\$75.00</u>          |
| Processed by <u>AJ</u> | Date _____            | Receipt No. <u>E0447710</u> |
|                        | WR _____              | Date _____                  |

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Security Interest in a Water Right

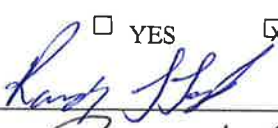
And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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): 29-10171  
Adjudication Claim No(s): \_\_\_\_\_
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  

The Bank of Commerce  
3113 S. 25th E.  
Idaho Falls, ID 83406
4. Name of Water Right Owner/Claimant(s)  

R Lloyd Brothers, a general partnership
5. Expiration Date of Notification Period 04-15-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s)  
(and title if applicable)  

  
Randy Lloyd

**For Office Use Only**

|                       |                       |                            |
|-----------------------|-----------------------|----------------------------|
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Fee <u>\$175.-</u>         |
| Received by <u>JR</u> | Date <u>3/15/2019</u> | Receipt No. <u>1044776</u> |
| Processed by _____    | AJ Date _____         | WR _____ Date _____        |

Re-Recorded to add additional  
water right information.

**Instrument # 200978**

CARIBOU COUNTY, IDAHO  
06-18-2018 11:59:27 No. of Pages: 19  
Recorded for: ALLIANCE TITLE - POCA TELLO OFFICE  
Denise Horsley Fee: \$45.00  
Ex-Officio Recorder Deputy *Denise Horsley*  
Index to: MORTGAGE

392004

(Space Above This Line for Recording Data)

LOAN NUMBER: 4010807574

**COMMERCIAL REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on May 11, 2018 between the mortgagor(s) RNR ENTERPRISE LLC, an Idaho Limited Liability Company, whose address is PO BOX 223, GRACE, Idaho 83241 ("Mortgagor"), and The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor owes Lender the principal sum of Thirteen Million Seven Hundred Forty-six Thousand Eighteen and 00/100 Dollars (U.S. \$13,746,018.00), which is evidenced by the promissory note dated May 11, 2018. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Thirteen Million Seven Hundred Forty-six Thousand Eighteen and 00/100 Dollars (U.S. \$13,746,018.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Caribou, State of Idaho:

Address: MULTIPLE BAREGROUND PARCELS, CARIBOU COUNTY, Idaho 83217

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

Including, but not limited to: WATER RIGHTS WITH THE FOLLOWING NUMBERS: 29-2548; 29-7001; 29-7061; 29-7636; 29-7637; 29-7547; 29-10171, and 760 SHARES OF FARMERS LAND & IRRIGATION COMPANY.

Together with all improvements, fixtures, equipment, construction materials, and other articles of personal property now owned or hereafter acquired by the Debtor that now or hereafter are located on, affixed or attached to, or incorporated in the Land, including all irrigation pumps, motors, pipes, sprinklers and other irrigation equipment.

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

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other

© 2004-2018 Compliance Systems, Inc. 062100-46d4729e - 2011.00.03  
Commercial Real Estate Security Instrument - DL4007

Page 1 of 7

www.compliancesystems.com



Re-Recorded to add additional  
water right information.

|                                            |                       |
|--------------------------------------------|-----------------------|
| <b>RECORDED ELECTRONICALLY</b>             |                       |
| ID <u>200978</u>                           | County <u>Caribou</u> |
| Date <u>5-18-18</u>                        | Time <u>11:59</u>     |
| simplifile www.simplifile.com 800.460.5657 |                       |

392004

(Space Above This Line for Recording Data)

LOAN NUMBER: 4010807574

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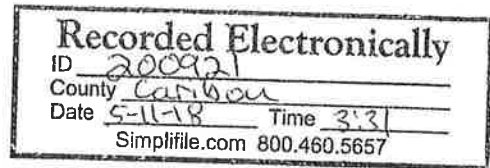
Together with all improvements, fixtures, equipment, construction materials, and other articles of personal property now owned or hereafter acquired by the Debtor that now or hereafter are located on, affixed or attached to, or incorporated in the Land, including all irrigation pumps, motors, pipes, sprinklers and other irrigation equipment.

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

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other





392004

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010807574

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Address: MULTIPLE BAREGROUND PARCELS, CARIBOU COUNTY, Idaho 83217

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. WATER RIGHTS WITH THE FOLLOWING NUMBERS: 29-2548; 29-7001; 29-7061; 29-7636; 29-7637; 29-7547; 29-10171 760 SHARES OF FARMERS LAND & IRRIGATION COMPANY

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

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other



indebtedness of any and every kind now or hereafter owing from RNR ENTERPRISE LLC and R. LLOYD BROTHERS, A GENERAL PARTNERSHIP to The Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010807574, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MAXIMUM CREDIT LIMIT OF \$9,500,000.00 AND MATURING ON APRIL 15, 2021.

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010907573, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MAXIMUM CREDIT LIMIT OF \$2,130,000.00 AND MATURING ON OCTOBER 15, 2018.

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010907575, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MAXIMUM CREDIT LIMIT OF \$2,116,018.00 AND MATURING ON APRIL 15, 2019

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on April 15, 2021.

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

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

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

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

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

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

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

without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

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

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

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

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

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

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

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make

payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

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

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

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

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

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

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

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

SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **NOTICE**

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

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

RNR ENTERPRISE LLC

Randy Lloyd 5/11/18  
By: RANDY LLOYD Date  
Its: Manager

Rory Lloyd 5/11/18  
By: RORY LLOYD Date  
Its: Manager

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF BANNOCK

On this the 11th day of May, 2018, before me, EMILY A GEISLER, a  
, personally appeared

RANDY LLOYD, Manager and RORY LLOYD, Manager on behalf of RNR ENTERPRISE LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed within this instrument and who acknowledged that they hold the positions set forth and that they being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by themselves as Manager and Manager of RNR ENTERPRISE LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 01-29-21

residing at POCATELLO  
Identification Number  
(Official Seal)  
EMILY A. GEISLER  
NOTARY  
PUBLIC  
STATE OF IDAHO

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

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

EXHIBIT "A"

392004

Real property in the County of Caribou, State of Idaho, described as follows:

Tract I:

Township 8 South, Range 39 East of the Boise Meridian:

Section 10: East Half. EXCEPT THEREFROM, any part thereof lying within a right of way of County Roads.

Township 8 South, Range 40 East of the Boise Meridian:

Section 16: All.

Section 21: All.

Section 26: Northwest Quarter Southwest Quarter Southwest Quarter, EXCEPT THEREFROM, any portion thereof lying within the following described tract:

Beginning at a point 8.71 feet South of the Southwest corner of the Northwest Quarter Southwest Quarter of said Section 26, the True Point of beginning, and running

Thence North 639.13 feet, more or less, along the West line of said Section 26 to a point on the South right of way of Swenson Canyon Road;

Thence East 626.13 feet along said right of way line;

Thence South 639.13 feet, parallel to the West line of said Section 26 to a point 626.13 feet

East of the Point of Beginning;

Thence West 626.13 feet parallel to the South right of way line of Swenson Canyon Road, to the True Point of Beginning.

Section 27: Southwest Quarter, Southwest Quarter Northwest Quarter, Southwest Quarter Southeast Quarter.

Section 28: North Half, North Half South Half, Southeast Quarter Southeast Quarter

Section 29: East Half, South Half Southwest Quarter, EXCEPTING THEREFROM that portion, if any, lying with the right of way for the Oregon Short Line Railroad

Section 32: All, EXCEPTING THEREFROM the right of way for the Oregon Short Line Railroad.

Also Excepting Therefrom any portion lying South of the South right-of-way boundary line of the Old Hwy 30.

Section 33: East Half Northeast Quarter, North Half Southeast Quarter and all that portion of the Southwest Quarter Southeast Quarter lying North of the Northerly right of way line of the Oregon Shortline Railroad.

ALSO Beginning at a point in the East boundary line of the right of way of the Oregon Shortline Railroad, which bears North 2°50' West 798 feet distant from the South Quarter corner of Section 33, and running

Thence North 200 feet;

Thence North 59° West 450 feet;

Thence South 200 feet;

Thence South 59° East 450 feet along the Northerly boundary of the Oregon Shortline Railroad, to the Point of Beginning.

EXCEPT THEREFROM, Beginning at the Southwest corner of the Southeast Quarter of Section 33, Thence North 776 feet to the Northerly line of the Oregon Shortline Railroad right of way; Thence

South 60°30' East along said right of way line 377 feet, to the True Point of Beginning, and running

Thence continuing South 60°30' East along said line 400 feet;

Thence North 29°30' East 150 feet;  
Thence North 60°30' West 400 feet;  
Thence South 29°30' West 150 feet, to the Point of Beginning.

ALSO, EXCEPT THEREFROM a parcel of land located in the Southwest Quarter Southeast Quarter of Section 33, the same being a portion of the lands described in Warranty Deed Instrument No. 79337, as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter Southeast Quarter of Section 33, Township 8 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch diameter Aluminum cap monument set on a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169", the same being located South of centerline station 8258+92.8 as depicted upon the Union Pacific Railroad (Oregon Short Line Railroad) Alignment Map No. 196834, File 5-A, Mile Post 137.85 to 157.0, said corner also being North 89°55'21" East a distance of 2632.13 feet from the Southwest corner of said section;

Thence North 03°23'01" East for a distance of 738.91 feet to a point of intersection on the North right of way boundary line of said railroad and the East right of way boundary line of the Talmage County Road, the same being located at centerline station 8259+20.13; Thence

North 00°11'13" West for a distance of 257.85 feet, parallel with and 25.00 feet perpendicular distant from the centerline of the Talmage Road to a 5/8" rebar with cap tagged, "GVS PLS 9169" the True Point of Beginning;

Thence continuing North 00°11'13" West for a distance of 301.98 feet along said right of way boundary line to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence North 89°48'47" East for a distance of 247.52 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence South 00°11'13" East for a distance of 301.98 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence South 89°48'47" West for a distance of 247.52 feet, to the True Point of Beginning.

Section 34: West Half Northwest Quarter, Northwest Quarter Southwest Quarter

Section 35: North Half Southeast Quarter, Southwest Quarter Northwest Quarter Northwest Quarter

Section 36: East Half Southwest Quarter Northwest Quarter, Southeast Quarter Northwest Quarter, South Half North Half Southwest Quarter.

EXCEPTING FROM SAID SECTIONS 16, 21 AND 29 those portions conveyed to Lyndon W. Henrie and Renae Henrie, husband and wife in Warranty Deed recorded October 24, 2014 as Instrument No. 194390, described as follows:

A parcel of land located in Section 16, and in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), and in the East One-Half of the Southeast Quarter (E 1/2 SE 1/4) of Section 20, and in the West One-Half (W 1/2) of Section 21, and in the North One-Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 29, all in Township 8 South, Range 40 East, Boise Meridian, the same being portions of the lands described in that Warranty Deed Instrument No. 192672 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Section 16, Township 8 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 3 inch diameter Bannock County Brass Cap Monument as described in that Corner Perpetuation and Filing Record in the records of Caribou County, Idaho, Instrument No. 142302;

Thence North 89°35'38" East for a distance of 5265.11 feet to the Northeast corner of Section 16, the same being a found 3 inch diameter Bannock County Brass Cap Monument as described in that Corner Perpetuation and Filing Record in the records of Caribou County, Idaho, Instrument No. 142303;

Thence South 00°02'11" West a distance of 1782.63 feet along the East boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" set in Rigby Road at the Intersecting point of said boundary line with a fence line extension coursing Northwesterly;

Thence along said extension and fence line for the following Twelve (12) courses as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169";

1. Thence North 83°36'21" West a distance of 283.51 feet;
2. Thence South 81°16'12" West a distance of 230.26 feet;
3. Thence South 69°45'54" West a distance of 330.64 feet;
4. Thence South 63°08'09" West a distance of 304.04 feet;

5. Thence South 46°01'52" West a distance of 465.53 feet;
6. Thence South 28°16'01" West a distance of 409.71 feet;
7. Thence South 09°25'01" West a distance of 841.44 feet;
8. Thence South 00°18'15" East a distance of 531.78 feet;
9. Thence South 57°16'45" East a distance of 217.11 feet;
10. Thence South 23°17'15" East a distance of 152.75 feet;
11. Thence South 00°14'04" West a distance of 334.73 feet;
12. Thence South 02°48'31" East a distance of 608.32 feet to a point on the South boundary line of said section;

Thence continuing South 02°48'31" East a distance of 77.48 feet coursing through the lands of Section 21, Township 8 South, Range 40 East, Boise Meridian to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence continuing through said Section 21 for the following Seven (7) courses as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169";

1. Thence South 83°16'10" West a distance of 2356.23 feet;
2. Thence South 00°17'11" West a distance of 952.81 feet;
3. Thence North 89°00'59" West a distance of 480.63 feet;
4. Thence South 58°21'40" West a distance of 278.45 feet;
5. Thence South 18°20'11" West a distance of 1123.24 feet;
6. Thence South 02°05'47" East a distance of 2274.58 feet;
7. Thence South 77°51'52" West a distance of 486.12 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the West boundary line of said section;

Thence South 00°15'40" West a distance of 418.85 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing a found stone at the Southwest corner of said Section 21;

Thence South 00°12'25" West a distance of 1314.88 feet along the East boundary line of Section 29, Township 8 South, Range 40 East, Boise Meridian to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southeast corner of the North One-Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 29;

Thence coursing through the lands of said Section 29 as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169" for the following Three (3) courses:

1. Thence North 84°26'35" West a distance of 1103.40 feet;
2. Thence North 88°47'18" West a distance of 172.09 feet;
3. Thence South 85°30'11" West a distance of 1381.21 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southwest corner of said North One-Half of the Northeast Quarter;

Thence North 00°06'50" East a distance of 1310.92 feet along the West boundary line said North One-Half of the Northeast Quarter to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Northwest corner of said North One-Half of the Northeast Quarter, the same being the Southwest corner of the Southeast Quarter of Section 20, Township 8 South, Range 40 East, Boise Meridian;

Thence North 89°57'43" East a distance of 1324.68 feet along the South boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southwest corner of the East One-Half of the Southeast Quarter of said section;

Thence North 00°19'25" East a distance of 2646.83 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" on the Northwest corner thereof;

Thence North 00°19'24" East a distance of 1322.41 feet along the West boundary line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said section to the Northwest corner thereof;

Thence North 89°42'31" East a distance of 1320.41 feet along the North boundary line of said Southeast Quarter of the Northeast Quarter to a 5/8" rebar with cap tagged, "GVS PLS 9169" on the Northeast corner thereof;

Thence North 00°15'40" East a distance of 1325.02 feet along the East boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing a found stone at the Southwest corner of said Section 16;

Thence North 00°00'46" East a distance of 5250.78 feet along the West boundary line of Section 16, Township 8 South, Range 40 East, Boise Meridian to the Point of Beginning.

Tract II:

Township 8 South, Range 40 East of the Boise Meridian:

Section 26: Southeast Quarter Northwest Quarter Southwest Quarter, Southwest Quarter Northeast Quarter Southwest Quarter, Northeast Quarter Southwest Quarter Southwest Quarter, Southwest Quarter Southwest Quarter Southwest Quarter, Southeast Quarter Southwest Quarter Southwest Quarter, Southwest Quarter Southeast Quarter Southwest Quarter.

EXCEPT THEREFROM, any portion thereof lying with Great Columbia Subdivision, Phase I, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 130291.

Section 35: North Half Northwest Quarter Northwest Quarter, Southeast Quarter Northwest Quarter Northwest Quarter, Northeast Quarter Northwest Quarter and Southeast Quarter Northeast Quarter.

EXCEPT THEREFROM, the following:

Beginning at a point that is South 64°34'34" West 2948.09 feet from the Northeast Corner of said Section 35, said Point of Beginning being on the North right-of-way fence of a County Road where said fence intersects the North-South Quarter Section line, and running

Thence South 89°55'28" West 208 feet along said fence;

Thence North 0°06'09" East 210 feet

Thence North 89°55'28" East 208 feet to the North-South Quarter section line;

Thence South 0°06'09" West 210 feet along said line, to the Point of Beginning.

ALSO, Lots 6, 7, 8, 10, 13, 28, 30, 31, 32, 33, 34, 36, 37, 38, 39, 41, 43, 44, 46, 47, 48, 49, 50, 51, 52 and 69, Great Columbia Subdivision, Phase I, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 130291.

Tract III:

A parcel of land located in the East Half of Section 36, Township 9 South, Range 40 East, Boise Meridian, and in the West Half of Section 31, Township 9 South, Range 41 East of the Boise Meridian, and in the North Half Northeast Quarter of Section 1, Township 10 South, Range 40 East of the Boise Meridian, more particularly described as follows:

Beginning at the South Quarter corner of Section 36, Township 9 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch aluminum cap reset this survey in the Easterly edge of State Highway No. 34, the same being North 89°55'37" West 2623.76 feet from the Southeast corner of said Section 36;

Thence South 89°55'37" East along the South boundary line of said Section 36 for a distance of 61.99 feet to a point on the East right-of-way line of said Highway 34;

Thence North 00°32'01" East along said right-of-way line for a distance of 4.99 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set at the Southwest corner of the lands described in Quitclaim Deed Instrument No. 152074 as recorded in the official records of Caribou County, Idaho;

Thence along the South boundary line of said lands as presently located and the extension thereof South 89°49'45" East (East by record) for a distance of 385.23 feet to a found 1/2" reinforcement bar with cap tagged, "STOOR LS 1252", the True Point of Beginning;

Thence continuing South 89°49'45" East for a distance of 874.68 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set at each angle point;

Thence North 00°09'53" East along a fence line and the extension thereof for a distance of 348.04 feet;

Thence North 72°44'07" West for a distance of 278.17 feet;

Thence North 60°11'32" West for a distance of 241.50 feet;

Thence North 51°15'52" West for a distance of 139.97 feet;

Thence North 40°45'47" West for a distance of 363.53 feet;

Thence North 53°52'11" West for a distance of 28.94 feet;

Thence South 88°21'05" West for a distance of 407.45 feet to a point on the East right-of-way line of said Highway 34;

Thence North 00°32'01" East along said right-of-way line for a distance of 1720.20 feet to a point on the South boundary line of the Southwest Quarter of the Northeast Quarter of said Section 36, the same being the South boundary line of the lands described in Warranty Deed Instrument No. 111401 as recorded in the official records of

Caribou County, Idaho; thence along the South, East, and North boundary lines of said lands for the following three (3) courses:

1. North 89°49'56" East for a distance of 1236.06 feet;
2. Thence North 00°19'02" East for a distance of 1321.55 feet;
3. Thence South 89°43'47" West for a distance of 635.16 feet to the Southeast corner of the lands described in Warranty Deed Instrument Nos. 120437 and 63838 as recorded in the official records of Caribou County, Idaho;

thence along the Easterly boundary line of said lands for the following three (3) courses:

1. North 00°04'21" West for a distance of 826.46 feet (North 0°18' East 825 feet by record);
2. Thence North 89°40'53" East for a distance of 84.22 feet (East 75 feet by record);
3. Thence North 00°22'21" West for a distance of 493.95 feet (North 493 feet by record) to a point on the North boundary line of said Section 36;

Thence North 89°37'39" East along said boundary line for a distance of 562.53 feet to the Northwest corner of the Northeast Quarter Northeast Quarter of said section;

Thence continuing North 89°37'39" East for a distance of 1306.90 feet to the Northeast corner of Section 36, said corner being marked and witnessed by a 2 inch brass cap monument per Corner Perpetuation and Filing Record Instruments No. 112408 and 114913, the same being common with the Northwest corner of Section 31, Township 9 South, Range 41 East, Boise Meridian;

Thence South 89°46'06" East along the North boundary line of said Section 31, for a distance of 2641.02 feet to the North Quarter corner of said section, said corner being marked and witnessed by a 2 inch brass cap monument per Corner Perpetuation and Filing Record Instrument No. 112403;

Thence South 00°09'17" West along the Meridional Centerline of said section for a distance of 1930.06 feet the mean high water line of the right bank (Westerly bank) of the Bear River;

Thence along the mean high water line of said river as presently located for the following eighteen (18) courses:

1. South 48°29'19" West for a distance of 110.73 feet;
2. Thence South 14°40'41" West for a distance of 215.82 feet;
3. Thence South 42°24'14" West for a distance of 497.34 feet;
4. Thence South 47°17'20" West for a distance of 374.48 feet;
5. Thence South 62°16'20" West for a distance of 300.06 feet;
6. Thence South 86°03'33" West for a distance of 350.52 feet;
7. Thence South 74°32'48" West for a distance of 361.64 feet;
8. Thence South 56°08'19" West for a distance of 110.17 feet;
9. Thence South 25°10'22" West for a distance of 258.74 feet;
10. Thence South 03°20'04" West for a distance of 203.83 feet;
11. Thence South 16°06'56" West for a distance of 377.56 feet;
12. Thence South 23°19'42" West for a distance of 126.99 feet;
13. Thence South 34°38'31" West for a distance of 136.19 feet;
14. Thence South 50°57'44" West for a distance of 359.50 feet;
15. Thence South 61°54'51" West for a distance of 479.04 feet;
16. Thence South 47°27'21" West for a distance of 507.09 feet;
17. Thence South 25°53'02" West for a distance of 280.83 feet;
18. Thence South 01°42'36" West for a distance of 55.72 feet to a point on the South boundary line of Section 36, Township 9 South, Range 41 East, Boise Meridian, the same being common with the North boundary line of Section 1, Township 10 South, Range 40 East, Boise Meridian,

Thence North 89°55'37" West along said boundary line for a distance of 24.24 feet to the Northeast corner of the lands described in Warranty Deed Instrument No. 66290 as recorded in the official records of Caribou County, Idaho;

Thence along the East and South boundary lines of said lands for the following six (6) courses:

1. South 00°16'14" West for a distance of 148.93 feet (North 146 feet by record);
2. Thence South 28°16'14" West (North 28°00' East by record) for a distance of 170.00 feet;
3. Thence South 47°26'14" West (North 47°10' East by record) for a distance of 399.00 feet;
4. Thence North 78°23'46" West (South 78°40' East by record) for a distance of 218.00 feet to a point on the East boundary line of Lot 2 of said Section 1;
5. Thence North 00°16'14" East (South by record) along said boundary line for a distance of 210.30 feet;
6. Thence North 89°55'37" West (East by record) for a distance of 865.11 feet;

Thence North 00°21'10" East for a distance of 319.47 feet to the True Point of Beginning.

ALSO, A parcel of land located in the Southeast Quarter Southwest Quarter of Section 36, Township 9 South, Range 40 East of the Boise Meridian the same being a portion of the lands described in Warranty Deed Instrument No. 128342 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Beginning at the South Quarter corner of Section 36, Township 9 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch aluminum cap reset this survey in the Easterly edge of State Highway No. 34, the same being North 89°55'37" West 2623.76 feet from the Southeast corner of said Section 36;

Thence North 89°55'37" West along the South boundary line of said Section 36 for a distance of 98.03 feet;

Thence North 00°32'01" West for a distance of 38.40 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set at the intersection of the West right-of-way line of State Highway No. 34 and the North right-of-way line of Telford Road, the True Point of Beginning;

Thence North 89°59'38" West along the North right-of-way line of Telford Road for a distance of 1214.06 feet to a point on the West boundary line of the Southeast Quarter Southwest Quarter of said Section 36;

Thence North 00°14'11" East along said boundary line for a distance of 1280.26 feet to the Northwest corner thereof;

Thence North 89°57'09" East along the North boundary line of said Southeast Quarter Southwest Quarter for a distance of 1220.71 feet to a point on the West right-of-way line of said Highway 34;

Thence South 00°32'01" West along said right-of-way line for a distance of 1281.44 feet to the True Point of Beginning.

Tract IV:

Township 10 South, Range 40 East of the Boise Meridian:

Section 24: All that part of the Southwest Quarter Southwest Quarter lying West of the center line of the Bench Canal.

Section 25: South Half Northwest Quarter, North Half Southwest Quarter, and all that part of the North Half Northwest Quarter lying West of the center line of the Bench Canal,

EXCEPT THEREFROM, a strip of land 50 feet wide on the Westerly side of the following described centerline of State Highway No. 34 over and across the Northeast Quarter Southwest Quarter and Southeast Quarter Northwest Quarter of Section 25, described as follows:

Beginning at Station 76+46 of the Highway Survey, which station is a point on tangent approximately 1336.5 feet North from the South Quarter corner of Section 25, and running

Thence North 0°20' West 2664.0 feet to Station 103+10.0 of said survey, which station is a point on tangent approximately 1328.0 feet South from the North Quarter corner of Section 25.

ALSO EXCEPTING THEREFROM the following tract located in the Northeast Quarter Southwest Quarter of Section 25, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter Southwest Quarter and running

Thence North along U.S. Highway 34, 437.5 feet;

Thence West 300 feet;

Thence South 437.5 feet;

Thence East 300 feet to the Point of Beginning.

Section 26: East Half Northeast Quarter

EXCEPT THEREFROM, any portion of the above described property lying within the right of way of County Roads or State Highways.

Tract V:

The West 45 feet of Lot 2, all of Lots 3, 4, 5, 6, 7 and 8, Block 2, and Lot 1 and the East 22.5 feet of Lot 2, Block 15, Lloyd Plat to Grace Townsite, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 231.

Except:

A portion of Lot 2 and 3, Block 2, Lloyd Plat to Grace Townsite according to the official plat thereof, as recorded in the Office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records at Page 231, the same being portion of the lands described in that Quit Claim Deed Instrument No. 192670 in the records of said County, more particularly described as follows:

The West 45 feet of Lot 2, Block 2, and a portion of Lot 3, Block 2 as follows:

BEGINNING at the Northeast corner of Lot 3, Block 2 of the Lloyd Plat to Grace Townsite according to the official plat thereof as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 231;

Thence South  $00^{\circ}07'22''$  West for a distance of 122.00 feet to the Southeast corner thereof;

Thence North  $30^{\circ}11'20''$  West for a distance of 40.38 feet;

Thence South  $89^{\circ}52'36''$  East for a distance of 20.38 feet to the TRUE POINT OF BEGINNING.

Tract VI:

Township 9 South, Range 40 East of the Boise Meridian:

Section 36: All that portion of the Southeast Quarter Southeast Quarter of said section lying Southerly of the center line of the Bear River, as the same now exists.

Township 9 South, Range 41 East of the Boise Meridian:

Section 31: Southeast Quarter Northeast Quarter, Southeast Quarter, East Half Southwest Quarter, Southwest Quarter Southwest Quarter, ALSO, all that portion of the Northwest Quarter Southwest Quarter and the Southeast Quarter Northwest Quarter of said section lying Southerly of the center line of the Bear River, as the same now exists.

EXCEPTING THEREFROM, all that portion of the Northeast Quarter Southwest Quarter and the Southwest Quarter Southwest Quarter lying Northerly of the center of the Bear River, as the same now exists.

Section 32: East Half, East Half West Half, Southwest Quarter Northwest Quarter, West Half Southwest Quarter.

Township 10 South, Range 41 East of the Boise Meridian:

Section 5: Lots 1, 2, 3, and 4, South Half North Half, North Half South Half, EXCEPT THEREFROM, Beginning at a point 2181.35 feet South and 2772.51 feet East from the Northwest corner of Section 5, and running

Thence South  $13^{\circ}33'45''$  East 871.20 feet;

Thence North  $76^{\circ}26'15''$  East 300.00 feet;

Thence North  $13^{\circ}33'45''$  West 871.20 feet;

Thence South  $76^{\circ}26'15''$  West 300.00 feet, to the Point of Beginning.

Section 6: Lot 1, Northeast Quarter Southeast Quarter, Southeast Quarter Northeast Quarter.

Tract VII:

Township 10 South, Range 40 East of the Boise Meridian:

Section 1: Lot 1

EXCEPT THEREFROM, the following described two (2) tracts:

1. Beginning at a point which is 734 feet West of the Northeast corner of said Section 1 on the West Bank of Bear River;

Thence West 586 feet to the Northwest corner of Lot 1;

Thence South on West boundary of said Lot 1, 530 feet;

Thence South 78°40' East 218 feet;

Thence North 47°10' East 399 feet;

Thence North 28°00' East 170 feet;

Thence North 146 feet following the North and West bank of the Bear River, to the Point of Beginning.

2. Beginning at a point marked by a two inch by four inch post set three feet in the ground, which bears South 40°08' West from a stake one foot West of the Northeast corner of Section 1, 1160 feet;

Thence from said point of beginning North 55°47' West 50 feet;

Thence South 34°13' West 116.9 feet;

Thence South 55°47' East 50 feet;

Thence North 34°13' East 116.9 feet, to the Point of Beginning.

AND ALSO EXCEPTING THEREFROM that portion lying within the parcel conveyed to Val G. Eddins, a married person in Warranty Deed recorded November 22, 2017 as Instrument No. 200071, described as follows:

A parcel of land located in the Northeast Quarter (NE 1/4) of Section 1, Township 10 South, Range 40 East, Boise Meridian, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 192670 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 1, Township 10 South, Range 40 East Boise Meridian, the same being marked and witnessed by a 2-inch diameter aluminum cap monument and depicted upon that Record of Survey Instrument No. 177679 in the records of Caribou County, Idaho; thence

South 00°16'14" West a distance of 33.81 feet along the West boundary line of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" set on a fence line coursing East and West, the same being common with the North boundary line of the lands described in that Trustee Deed Instrument No. 182094 as recorded in the records of said county; thence along said common fence/boundary line for the following four (4) courses marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169";

1. Thence South 88°02'44" West a distance of 3.19 feet;

2. Thence South 69°55'36" West a distance of 360.51 feet (North 69°31' East 367.4 feet by record);

3. Thence South 00°00'47" West a distance of 99.60 feet (North 98.6 feet by record);

4. Thence North 80°02'10" West a distance of 222.72 feet (South 79°38' East 212 feet by record) to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on a fence corner, the same being on the East boundary line of the lands depicted upon that Record of Survey for Rocky Mountain Power Company Instrument No. 184786 in the records of said county; thence following a fence line common with said East boundary line of said lands for the following six (6) courses marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "ID PLS 13613";

1. Thence North 14°46'28" East a distance of 115.48 feet (South 114.63 feet by record);

2. Thence South 79°41'07" East a distance of 193.06 feet (North 79°38' West 212 feet by record)

3. Thence North 00°00'47" East a distance of 239.95 feet (South 241.3 feet by record UP&L) to a concrete hub 12 inches by 12 inches at top, set flush with the surface of the ground and marked "100" as depicted on that Utah Power & Light, Property Plat UB-12306, dated May 4, 1920, in the archives of current Rocky Mountain Power Company;

4. Thence continuing North 00°00'47" East a distance of 278.15 feet (South 260.07 feet by record UP&L), (The combined two previous North 503.2 feet by record said deed inst. 192670);

5. Thence North 67°31'56" East a distance of 372.57 feet (North 67°34' E 378.3 by record) to a point on the West boundary line of Lot 1 (Northeast Quarter Northeast Quarter);

6. Thence North 00°16'14" East a distance of 32.05 feet along said boundary line to the Ordinary High Water Mark on the left (South) Bank of the Bear River Fore Bay area upstream per the Grace Hydro-Electric Dam Site Intake structure; Thence along said Ordinary High Water Mark following the sinuosities coursing along the left (South)

Bank of said river as defined by the following three (3) meander lines, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169":

1. Thence South 81°16'26" East a distance of 308.30 feet;
2. Thence South 36°40'45" East a distance of 100.06 feet;
3. Thence South 74°06'18" East a distance of 166.12 feet to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on the Northwest boundary line of the Dam Site structure of the Bench B Canal; Thence along the South end of said dam for the following three (3) courses, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169";

1. Thence South 31°52'44" West a distance of 18.96 feet;
2. Thence South 58°07'16" East a distance of 50.00 feet;
3. Thence North 31°52'44" East a distance of 18.53 feet to the Ordinary High Water Mark on the Right (South) Bank of said Bench B Canal;

Thence along said canal following the sinuosities coursing along the left (South) Bank of said canal as defined by the following two (2) meander lines, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169":

1. Thence South 49°11'29" East a distance of 190.45 feet;
2. Thence South 27°44'29" East a distance of 41.26 feet to a point on the Northwest corner of an 8 inch wide, concrete wall, 16-foot wide Parshall (water capacity) Flume;

Thence along the outside wall of said flume for the following five (5) courses;

1. Thence South 07°42'02" East a distance of 14.68 feet;
2. Thence South 47°23'46" East a distance of 3.50 feet;
3. Thence South 05°18'33" East a distance of 27.42 feet;
4. Thence South 37°12'56" West a distance of 4.81 feet;
5. Thence South 81°47'47" West a distance of 37.19 feet to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" set on the Ordinary High Water Mark on the right (South) Bank of said Bench B Canal;

Thence South 40°14'43" West a distance of 178.10 feet along said canal following the sinuosities coursing along the left (South) Bank of said canal to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on the North boundary line of the afore said Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼); Thence South 89°52'05" West a distance of 584.76 feet along said boundary line to the Point of Beginning.

Township 10 South, Range 40 East of the Boise Meridian:

Section 12: Beginning at a point 1490 feet West of the Northeast Corner of the Northwest Quarter of said Section 12, and running

Thence West 165 feet; Thence South 330 feet;

Thence East 165 feet; Thence North 330 feet, to the Point of Beginning.

Tract VIII:

Township 10 South, Range 40 East of the Boise Meridian:

Section 1: Southeast Quarter Northeast Quarter.

Township 10 South, Range 41 East of the Boise Meridian:

Section 6: Lot 4, 5 and 6.

Tract IX:

Township 10 South, Range 40 East of the Boise Meridian:

Section 24: Southwest quarter Southeast Quarter.

Section 25: West Half Northeast Quarter, Northwest Quarter Southeast Quarter.

EXCEPT THEREFROM, a strip of land 50.0 feet wide, being on the Easterly side of the following described center line of highway as surveyed and shown on the official plat of State 34-Project No. S. 1778 (2) Highway Survey on file in the office of the Department of Highway of the State of Idaho and lying over and across the Northwest Quarter Southeast Quarter, West Half Northeast Quarter of Section 25, and Southwest Quarter Southeast Quarter of Section 24, Township 10 South, Range 40 East, Boise Meridian:

Beginning at Station 76+46 of the said Highway Survey, which Station is a point on tangent approximately 1336.5 feet North from the South Quarter corner of Section 25, Township 10 South, Range 40 East, Boise Meridian;  
Thence running North 0°20' West 5309 feet to Station 129+55 of said survey, which station is a point on tangent approximately 1317.0 feet North from the South Quarter Corner of Section 24, Township 10 South, Range 40 East, Boise Meridian.

Township 10 South, Range 41 East of the Boise Meridian:

Section 5: South Half South Half

Section 8: North Half

EXCEPT THEREFROM, any portion thereof lying within the right of way of County Roads.

Tract X:

A parcel of land located in Section 17, Township 10 South, Range 41 East, Boise Meridian, Caribou County, Idaho, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 192670 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

All that portion of the lands in the Southwest Quarter of the Northwest Quarter(SW1/4NW1/4) and in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 17, Township 10 South, Range 41 East, Boise Meridian, Caribou County, Idaho, lying East of the centerline of the East Branch Canal.

EXCEPT THEREFROM,

Beginning at the Northwest Corner of the Southwest Quarter Northwest Quarter of said Section 17, and running  
Thence East 375 feet;  
Thence South 600 feet;  
Thence West 375 feet;  
Thence North 600 feet, to the Point of Beginning.

Tract XI:

Township 10 South, Range 41 East of the Boise Meridian:

Section 6: Lots 2 and 3, Southwest Quarter Northeast Quarter, Southeast Quarter Northwest Quarter.

Tract XII:

The East 62.5 feet of Lots 7, 8, 9 and the East 62.5 feet of the South 15 feet of Lot 6, Block 5, Citizens Addition, Grace Townsite, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 234.

ALSO, Beginning at the Southeast corner of Lot 9, Block 5, aforesaid, and running

Thence East 30 feet;

Thence North 103 feet;

Thence West 30 feet;

Thence South 103 feet, to the Point of Beginning.

The same being that portion of 3rd East in the City of Grace closed by City Ordinance No. 172, recorded under Recorder's Instrument No. 106208, records of Caribou County, Idaho.

Tract XIII:

Township 10 South, Range 41 East of the Boise Meridian:

Section 6: Beginning at the Southeast corner of said Section 6;

Thence North 1330.8 feet, more or less, to the South 1/16th Corner on the Last line of said Section 6; Thence North 89°32' West 25 feet;

Thence South 636.3 feet;

Thence South 87°24' West 704.8 feet, to the TRUE POINT OF BEGINNING, and running

Thence North 250 feet;

Thence East 150 feet;

Thence South 250 feet;

Thence West 150 feet, to the Point of Beginning.

**Instrument # 202075**

CARIBOU COUNTY, IDAHO  
12-20-2018 11:47:31 No. of Pages: 16  
Recorded for: ALLIANCE TITLE - POCA TELLO OFFICE  
Denise Horsley Fee: \$62.00  
Ex-Officio Recorder Deputy Alicia Grandis  
Index to: MODIFICATION AGREEMENT

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010807574

**MODIFICATION AGREEMENT - MORTGAGE**

THIS MODIFICATION AGREEMENT ("Agreement") is made this 5th day of December, 2018, between RNR ENTERPRISE LLC, an Idaho Limited Liability Company, whose address is PO BOX 223, GRACE, Idaho 83241 ("Mortgagor"), and The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender").

The Bank of Commerce and Mortgagor entered into a Mortgage dated May 11, 2018 and INSTRUMENT NO. 200921 AND RE-RECORDED MAY 18, 2018 AS INSTRUMENT NO. 200978, records of County of Caribou, State of Idaho ("Mortgage"). The Mortgage covers the following described real property:

Address: MULTIPLE BAREGROUND PARCELS, CARIBOU COUNTY, Idaho 83217

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. WATER RIGHTS WITH THE FOLLOWING NUMBERS: 29-2548; 29-7001; 29-7061; 29-7636; 29-7637; 29-7547; 29-10171 760 SHARES OF FARMERS LAND & IRRIGATION COMPANY

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010807574, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MAXIMUM CREDIT LIMIT OF \$9,500,000.00 AND MATURING ON APRIL 15, 2021.

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010907573, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MODIFIED LOAN AMOUNT OF \$689,616.75 AND MATURING ON MARCH 1, 2019.

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010907575, DATED MAY 11, 2018, FROM RNR ENTERPRISE LLC AND R. LLOYD BROTHERS, A GENERAL PARTNERSHIP (BORROWER) TO LENDER, WITH A MAXIMUM CREDIT LIMIT OF \$2,116,018.00 AND MATURING ON APRIL 15, 2019

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained



|                             |                         |
|-----------------------------|-------------------------|
| Recorded Electronically     |                         |
| ID                          | 202075                  |
| County                      | Caribou                 |
| Date                        | 12-20-2018 Time 11:47am |
| Simplifile.com 800.460.5657 |                         |

(Space Above This Line For Recording Data)

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herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

RNR ENTERPRISE LLC

Randy Lloyd 12-17-18  
By: RANDY LLOYD Date  
Its: Manager

Rory Lloyd 12-17-18  
By: RORY LLOYD Date  
Its: Manager

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO )  
COUNTY OF Caribou )

On this the December 17, 2018, before me, Shelley Reeves, a Notary Public, personally appeared RANDY LLOYD, Manager and RORY LLOYD, Manager on behalf of RNR ENTERPRISE LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed within this instrument and who acknowledged that they hold the positions set forth and that they being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by themselves as Manager and Manager of RNR ENTERPRISE LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

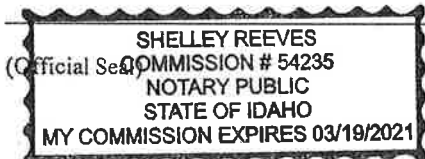
My commission expires: 3/19/21

Shelley Reeves

residing at

Grace, ID

Identification Number 54235



LENDER: The Bank of Commerce

[Signature]  
By: Jeromy Hart  
Its: Sr. Vice President

12/20/18  
Date

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO )

COUNTY OF Bonneville )

On this the December 20, 2018, before me, Jessica Nelson, a Notary Public, personally appeared Jeromy Hart, Sr. Vice President on behalf of The Bank of Commerce, a(n) National Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Sr. Vice President of The Bank of Commerce, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10-21-19

residing at

Bonneville County  
Idaho Falls, ID

J. Nelson

(Official Seal)



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

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

EXHIBIT "A"

392004

Real property in the County of Caribou, State of Idaho, described as follows:

Tract I:

Township 8 South, Range 39 East of the Boise Meridian:

Section 10: East Half, EXCEPT THEREFROM, any part thereof lying within a right of way of County Roads.

Township 8 South, Range 40 East of the Boise Meridian:

Section 16: All.

Section 21: All.

Section 26: Northwest Quarter Southwest Quarter Southwest Quarter, EXCEPT THEREFROM, any portion thereof lying within the following described tract:

Beginning at a point 8.71 feet South of the Southwest corner of the Northwest Quarter Southwest Quarter of said Section 26, the True Point of beginning, and running

Thence North 639.13 feet, more or less, along the West line of said Section 26 to a point on the South right of way of Swenson Canyon Road;

Thence East 626.13 feet along said right of way line;

Thence South 639.13 feet, parallel to the West line of said Section 26 to a point 626.13 feet

East of the Point of Beginning;

Thence West 626.13 feet parallel to the South right of way line of Swenson Canyon Road, to the True Point of Beginning.

Section 27: Southwest Quarter, Southwest Quarter Northwest Quarter, Southwest Quarter Southeast Quarter.

Section 28: North Half, North Half South Half, Southeast Quarter Southeast Quarter

Section 29: East Half, South Half Southwest Quarter, EXCEPTING THEREFROM that portion, if any, lying with the right of way for the Oregon Short Line Railroad

Section 32: All, EXCEPTING THEREFROM the right of way for the Oregon Short Line Railroad.

Also Excepting Therefrom any portion lying South of the South right-of-way boundary line of the Old Hwy 30.

Section 33: East Half Northeast Quarter, North Half Southeast Quarter and all that portion of the Southwest Quarter Southeast Quarter lying North of the Northerly right of way line of the Oregon Shortline Railroad.

ALSO Beginning at a point in the East boundary line of the right of way of the Oregon Shortline Railroad, which bears North 2°50' West 798 feet distant from the South Quarter corner of Section 33, and running

Thence North 200 feet;

Thence North 59° West 450 feet;

Thence South 200 feet;

Thence South 59° East 450 feet along the Northerly boundary of the Oregon Shortline Railroad, to the Point of Beginning.

EXCEPT THEREFROM, Beginning at the Southwest corner of the Southeast Quarter of Section 33, Thence North 776 feet to the Northerly line of the Oregon Shortline Railroad right of way; Thence South 60°30' East along said right of way line 377 feet, to the True Point of Beginning, and running Thence continuing South 60°30' East along said line 400 feet;

Thence North 29°30' East 150 feet;  
Thence North 60°30' West 400 feet;  
Thence South 29°30' West 150 feet, to the Point of Beginning.

ALSO, EXCEPT ~~THREFROM~~ a parcel of land located in the Southwest Quarter Southeast Quarter of Section 33, the same being a portion of the lands described in Warranty Deed Instrument No. 79337, as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter Southeast Quarter of Section 33, Township 8 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch diameter Aluminum cap monument set on a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169", the same being located South of centerline station 8258+92.8 as depicted upon the Union Pacific Railroad (Oregon Short Line Railroad) Alignment Map No. 196834, File 5-A, Mile Post 137.85 to 157.0, said corner also being North 89°55'21" East a distance of 2632.13 feet from the Southwest corner of said section;

Thence North 03°23'01" East for a distance of 738.91 feet to a point of intersection on the North right of way boundary line of said railroad and the East right of way boundary line of the Talmage County Road, the same being located at centerline station 8259+20.13; Thence

North 00°11'13" West for a distance of 257.85 feet, parallel with and 25.00 feet perpendicular distant from the centerline of the Talmage Road to a 5/8" rebar with cap tagged, "GVS PLS 9169" the True Point of Beginning;

Thence continuing North 00°11'13" West for a distance of 301.98 feet along said right of way boundary line to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence North 89°48'47" East for a distance of 247.52 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence South 00°11'13" East for a distance of 301.98 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence South 89°48'47" West for a distance of 247.52 feet, to the True Point of Beginning.

Section 34: West Half Northwest Quarter, Northwest Quarter Southwest Quarter

Section 35: North Half Southeast Quarter, Southwest Quarter Northwest Quarter Northwest Quarter

Section 36: East Half Southwest Quarter Northwest Quarter, Southeast Quarter Northwest Quarter, South Half North Half Southwest Quarter.

EXCEPTING FROM SAID SECTIONS 16, 21 AND 29 those portions conveyed to Lyndon W. Henrie and Renae Henrie, husband and wife in Warranty Deed recorded October 24, 2014 as Instrument No. 194390, described as follows:

A parcel of land located in Section 16, and in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), and in the East One-Half of the Southeast Quarter (E 1/2 SE 1/4) of Section 20, and in the West One-Half (W 1/2) of Section 21, and in the North One-Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 29, all in Township 8 South, Range 40 East, Boise Meridian, the same being portions of the lands described in that Warranty Deed Instrument No. 192672 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Section 16, Township 8 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 3 inch diameter Bannock County Brass Cap Monument as described in that Corner Perpetuation and Filing Record in the records of Caribou County, Idaho, Instrument No. 142302;

Thence North 89°35'38" East for a distance of 5265.11 feet to the Northeast corner of Section 16, the same being a found 3 inch diameter Bannock County Brass Cap Monument as described in that Corner Perpetuation and Filing Record in the records of Caribou County, Idaho, Instrument No. 142303;

Thence South 00°02'11" West a distance of 1782.63 feet along the East boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" set in Rigby Road at the intersecting point of said boundary line with a fence line extension coursing Northwesterly;

Thence along said extension and fence line for the following Twelve (12) courses as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169";

1. Thence North 83°36'21" West a distance of 283.51 feet;
2. Thence South 81°16'12" West a distance of 230.26 feet;
3. Thence South 69°45'54" West a distance of 330.64 feet;
4. Thence South 63°08'09" West a distance of 304.04 feet;

5. Thence South 46°01'52" West a distance of 465.53 feet;
6. Thence South 28°16'01" West a distance of 409.71 feet;
7. Thence South 09°25'01" West a distance of 841.44 feet;
8. Thence South 00°18'15" East a distance of 531.78 feet;
9. Thence South 57°16'45" East a distance of 217.11 feet;
10. Thence South 23°17'15" East a distance of 152.75 feet;
11. Thence South 00°14'04" West a distance of 334.73 feet;
12. Thence South 02°48'31" East a distance of 608.32 feet to a point on the South boundary line of said section;

Thence continuing South 02°48'31" East a distance of 77.48 feet coursing through the lands of Section 21, Township 8 South, Range 40 East, Boise Meridian to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence continuing through said Section 21 for the following Seven (7) courses as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169";

1. Thence South 83°16'10" West a distance of 2356.23 feet;
2. Thence South 00°17'11" West a distance of 952.81 feet;
3. Thence North 89°00'59" West a distance of 480.63 feet;
4. Thence South 58°21'40" West a distance of 278.45 feet;
5. Thence South 18°20'11" West a distance of 1123.24 feet;
6. Thence South 02°05'47" East a distance of 2274.58 feet;
7. Thence South 77°51'52" West a distance of 486.12 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the West boundary line of said section;

Thence South 00°15'40" West a distance of 418.85 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing a found stone at the Southwest corner of said Section 21;

Thence South 00°12'25" West a distance of 1314.88 feet along the East boundary line of Section 29, Township 8 South, Range 40 East, Boise Meridian to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southeast corner of the North One-Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 29;

Thence coursing through the lands of said Section 29 as marked and witnessed by a 5/8" rebar with cap tagged, "GVS PLS 9169" for the following Three (3) courses:

1. Thence North 84°26'35" West a distance of 1103.40 feet;
2. Thence North 88°47'18" West a distance of 172.09 feet;
3. Thence South 85°30'11" West a distance of 1381.21 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southwest corner of said North One-Half of the Northeast Quarter;

Thence North 00°06'50" East a distance of 1310.92 feet along the West boundary line said North One-Half of the Northeast Quarter to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Northwest corner of said North One-Half of the Northeast Quarter, the same being the Southwest corner of the Southeast Quarter of Section 20, Township 8 South, Range 40 East, Boise Meridian;

Thence North 89°57'43" East a distance of 1324.68 feet along the South boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing the Southwest corner of the East One-Half of the Southeast Quarter of said section;

Thence North 00°19'25" East a distance of 2646.83 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" on the Northwest corner thereof;

Thence North 00°19'24" East a distance of 1322.41 feet along the West boundary line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said section to the Northwest corner thereof;

Thence North 89°42'31" East a distance of 1320.41 feet along the North boundary line of said Southeast Quarter of the Northeast Quarter to a 5/8" rebar with cap tagged, "GVS PLS 9169" on the Northeast corner thereof;

Thence North 00°15'40" East a distance of 1325.02 feet along the East boundary line of said section to a 5/8" rebar with cap tagged, "GVS PLS 9169" marking and witnessing a found stone at the Southwest corner of said Section 16;

Thence North 00°00'46" East a distance of 5250.78 feet along the West boundary line of Section 16, Township 8 South, Range 40 East, Boise Meridian to the Point of Beginning.

Tract II:

Township 8 South, Range 40 East of the Boise Meridian:

Section 26: Southeast Quarter Northwest Quarter Southwest Quarter, Southwest Quarter Northeast Quarter Southwest Quarter, Northeast Quarter Southwest Quarter Southwest Quarter, Southwest Quarter Southwest Quarter Southwest Quarter, Southeast Quarter Southwest Quarter Southwest Quarter, Southwest Quarter Southeast Quarter Southwest Quarter.

EXCEPT THEREFROM, any portion thereof lying with Great Columbia Subdivision, Phase I, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorders Instrument No. 130291.

Section 35: North Half Northwest Quarter Northwest Quarter, Southeast Quarter Northwest Quarter Northwest Quarter, Northeast Quarter Northwest Quarter and Southeast Quarter Northeast Quarter.

EXCEPT THEREFROM, the following:

Beginning at a point that is South  $64^{\circ}34'34''$  West 2948.09 feet from the Northeast Corner of said Section 35, said Point of Beginning being on the North right-of-way fence of a County Road where said fence intersects the North-South Quarter Section line, and running

Thence South  $89^{\circ}55'28''$  West 208 feet along said fence;

Thence North  $0^{\circ}06'09''$  East 210 feet

Thence North  $89^{\circ}55'28''$  East 208 feet to the North-South Quarter section line;

Thence South  $0^{\circ}06'09''$  West 210 feet along said line, to the Point of Beginning.

ALSO, Lots 6, 7, 8, 10, 13, 28, 30, 31, 32, 33, 34, 36, 37, 38, 39, 41, 43, 44, 46, 47, 48, 49, 50, 51, 52 and 69, Great Columbia Subdivision, Phase I, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 130291.

#### Tract III:

A parcel of land located in the East Half of Section 36, Township 9 South, Range 40 East, Boise Meridian, and in the West Half of Section 31, Township 9 South, Range 41 East of the Boise Meridian, and in the North Half Northeast Quarter of Section 1, Township 10 South, Range 40 East of the Boise Meridian, more particularly described as follows:

Beginning at the South Quarter corner of Section 36, Township 9 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch aluminum cap reset this survey in the Easterly edge of State Highway No. 34, the same being North  $89^{\circ}55'37''$  West 2623.76 feet from the Southeast corner of said Section 36;

Thence South  $89^{\circ}55'37''$  East along the South boundary line of said Section 36 for a distance of 61.99 feet to a point on the East right-of-way line of said Highway 34;

Thence North  $00^{\circ}32'01''$  East along said right-of-way line for a distance of 4.99 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set at the Southwest corner of the lands described in Quitclaim Deed Instrument No. 152074 as recorded in the official records of Caribou County, Idaho;

Thence along the South boundary line of said lands as presently located and the extension thereof South  $89^{\circ}49'45''$  East (East by record) for a distance of 385.23 feet to a found 1/2" reinforcement bar with cap tagged, "STOOR LS 1252", the True Point of Beginning;

Thence continuing South  $89^{\circ}49'45''$  East for a distance of 874.68 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set at each angle point;

Thence North  $00^{\circ}09'53''$  East along a fence line and the extension thereof for a distance of 348.04 feet;

Thence North  $72^{\circ}44'07''$  West for a distance of 278.17 feet;

Thence North  $60^{\circ}11'32''$  West for a distance of 241.50 feet;

Thence North  $51^{\circ}15'52''$  West for a distance of 139.97 feet;

Thence North  $40^{\circ}45'47''$  West for a distance of 363.53 feet;

Thence North  $53^{\circ}52'11''$  West for a distance of 28.94 feet;

Thence South  $88^{\circ}21'05''$  West for a distance of 407.45 feet to a point on the East right-of-way line of said Highway 34;

Thence North  $00^{\circ}32'01''$  East along said right-of-way line for a distance of 1720.20 feet to a point on the South boundary line of the Southwest Quarter of the Northeast Quarter of said Section 36, the same being the South boundary line of the lands described in Warranty Deed Instrument No. 111401 as recorded in the official records of

Caribou County, Idaho; thence along the South, East, and North boundary lines of said lands for the following three (3) courses:

1. North 89°49'56" East for a distance of 1236.06 feet;
2. Thence North 00°19'02" East for a distance of 1321.55 feet;
3. Thence South 89°43'47" West for a distance of 635.16 feet to the Southeast corner of the lands described in Warranty Deed Instrument Nos. 120437 and 63838 as recorded in the official records of Caribou County, Idaho;

thence along the Easterly boundary line of said lands for the following three (3) courses:

1. North 00°04'21" West for a distance of 826.46 feet (North 0°18' East 825 feet by record);
2. Thence North 89°40'53" East for a distance of 84.22 feet (East 75 feet by record);
3. Thence North 00°22'21" West for a distance of 493.95 feet (North 493 feet by record) to a point on the North boundary line of said Section 36;

Thence North 89°37'39" East along said boundary line for a distance of 562.53 feet to the Northwest corner of the Northeast Quarter Northeast Quarter of said section;

Thence continuing North 89°37'39" East for a distance of 1306.90 feet to the Northeast corner of Section 36, said corner being marked and witnessed by a 2 inch brass cap monument per Corner Perpetuation and Filing Record Instruments No. 112408 and 114913, the same being common with the Northwest corner of Section 31, Township 9 South, Range 41 East, Boise Meridian;

Thence South 89°46'06" East along the North boundary line of said Section 31, for a distance of 2641.02 feet to the North Quarter corner of said section, said corner being marked and witnessed by a 2 inch brass cap monument per Corner Perpetuation and Filing Record Instrument No. 112403;

Thence South 00°09'17" West along the Meridional Centerline of said section for a distance of 1930.06 feet the mean high water line of the right bank (Westerly bank) of the Bear River;

Thence along the mean high water line of said river as presently located for the following eighteen (18) courses:

1. South 48°29'19" West for a distance of 110.73 feet;
2. Thence South 14°40'41" West for a distance of 215.82 feet;
3. Thence South 42°24'14" West for a distance of 497.34 feet;
4. Thence South 47°17'20" West for a distance of 374.48 feet;
5. Thence South 62°16'20" West for a distance of 300.06 feet;
6. Thence South 86°03'33" West for a distance of 350.52 feet;
7. Thence South 74°32'48" West for a distance of 361.64 feet;
8. Thence South 56°08'19" West for a distance of 110.17 feet;
9. Thence South 25°10'22" West for a distance of 258.74 feet;
10. Thence South 03°20'04" West for a distance of 203.83 feet;
11. Thence South 16°06'56" West for a distance of 377.56 feet;
12. Thence South 23°19'42" West for a distance of 126.99 feet;
13. Thence South 34°38'31" West for a distance of 136.19 feet;
14. Thence South 50°57'44" West for a distance of 359.50 feet;
15. Thence South 61°54'51" West for a distance of 479.04 feet;
16. Thence South 47°27'21" West for a distance of 507.09 feet;
17. Thence South 25°53'02" West for a distance of 280.83 feet;
18. Thence South 01°42'36" West for a distance of 55.72 feet to a point on the South boundary line of Section 36, Township 9 South, Range 41 East, Boise Meridian, the same being common with the North boundary line of Section 1, Township 10 South, Range 40 East, Boise Meridian,

Thence North 89°55'37" West along said boundary line for a distance of 24.24 feet to the Northeast corner of the lands described in Warranty Deed Instrument No. 66290 as recorded in the official records of Caribou County, Idaho;

Thence along the East and South boundary lines of said lands for the following six (6) courses:

1. South 00°16'14" West for a distance of 148.93 feet (North 146 feet by record);
  2. Thence South 28°16'14" West (North 28°00' East by record) for a distance of 170.00 feet;
  3. Thence South 47°26'14" West (North 47°10' East by record) for a distance of 399.00 feet;
  4. Thence North 78°23'46" West (South 78°40' East by record) for a distance of 218.00 feet to a point on the East boundary line of Lot 2 of said Section 1;
  5. Thence North 00°16'14" East (South by record) along said boundary line for a distance of 210.30 feet;
  6. Thence North 89°55'37" West (East by record) for a distance of 865.11 feet;
- Thence North 00°21'10" East for a distance of 319.47 feet to the True Point of Beginning.

ALSO, A parcel of land located in the Southeast Quarter Southwest Quarter of Section 36, Township 9 South, Range 40 East of the Boise Meridian the same being a portion of the lands described in Warranty Deed Instrument No. 128342 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Beginning at the South Quarter corner of Section 36, Township 9 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2 inch aluminum cap reset this survey in the Easterly edge of State Highway No. 34, the same being North 89°55'37" West 2623.76 feet from the Southeast corner of said Section 36;  
Thence North 89°55'37" West along the South boundary line of said Section 36 for a distance of 98.03 feet;  
Thence North 00°32'01" West for a distance of 38.40 feet to a 5/8" rebar with cap tagged, "GVS, LS 9169" set at the intersection of the West right-of-way line of State Highway No. 34 and the North right-of-way line of Telford Road, the True Point of Beginning;  
Thence North 89°59'38" West along the North right-of-way line of Telford Road for a distance of 1214.06 feet to a point on the West boundary line of the Southeast Quarter Southwest Quarter of said Section 36;  
Thence North 00°14'11" East along said boundary line for a distance of 1280.26 feet to the Northwest corner thereof;  
Thence North 89°57'09" East along the North boundary line of said Southeast Quarter Southwest Quarter for a distance of 1220.71 feet to a point on the West right-of-way line of said Highway 34;  
Thence South 00°32'01" West along said right-of-way line for a distance of 1281.44 feet to the True Point of Beginning.

Tract IV:

Township 10 South, Range 40 East of the Boise Meridian:

Section 24: All that part of the Southwest Quarter Southwest Quarter lying West of the center line of the Bench Canal.

Section 25: South Half Northwest Quarter, North Half Southwest Quarter, and all that part of the North Half Northwest Quarter lying West of the center line of the Bench Canal, EXCEPT THEREFROM, a strip of land 50 feet wide on the Westerly side of the following described centerline of State Highway No. 34 over and across the Northeast Quarter Southwest Quarter and Southeast Quarter Northwest Quarter of Section 25, described as follows:

Beginning at Station 76+46 of the Highway Survey, which station is a point on tangent approximately 1336.5 feet North from the South Quarter corner of Section 25, and running  
Thence North 0°20' West 2664.0 feet to Station 103+10.0 of said survey, which station is a point on tangent approximately 1328.0 feet South from the North Quarter corner of Section 25.

ALSO EXCEPTING THEREFROM the following tract located in the Northeast Quarter Southwest Quarter of Section 25, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter Southwest Quarter and running  
Thence North along U.S. Highway 34, 437.5 feet;  
Thence West 300 feet;  
Thence South 437.5 feet;  
Thence East 300 feet to the Point of Beginning.

Section 26: East Half Northeast Quarter

EXCEPT THEREFROM, any portion of the above described property lying within the right or way of County Roads or State Highways.

Tract V:

The West 45 feet of Lot 2, all of Lots 3, 4, 5, 6, 7 and 8, Block 2, and Lot 1 and the East 22.5 feet of Lot 2, Block 15, Lloyd Plat to Grace Townsite, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 231.

Except:

A portion of Lot 2 and 3, Block 2, Lloyd Plat to Grace Townsite according to the official plat thereof, as recorded in the Office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records at Page 231, the same being portion of the lands described in that Quit Claim Deed Instrument No. 192670 in the records of said County, more particularly described as follows:

The West 45 feet of Lot 2, Block 2, and a portion of Lot 3, Block 2 as follows:

BEGINNING at the Northeast corner of Lot 3, Block 2 of the Lloyd Plat to Grace Townsite according to the official plat thereof as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 231;

Thence South  $00^{\circ}07'22''$  West for a distance of 122.00 feet to the Southeast corner thereof;

Thence North  $30^{\circ}11'20''$  West for a distance of 40.38 feet;

Thence South  $89^{\circ}52'36''$  East for a distance of 20.38 feet to the TRUE POINT OF BEGINNING.

Tract VI:

Township 9 South, Range 40 East of the Boise Meridian:

Section 36: All that portion of the Southeast Quarter Southeast Quarter of said section lying Southerly of the center line of the Bear River, as the same now exists.

Township 9 South, Range 41 East of the Boise Meridian:

Section 31: Southeast Quarter Northeast Quarter, Southeast Quarter, East Half Southwest Quarter, Southwest Quarter Southwest Quarter, ALSO, all that portion of the Northwest Quarter Southwest Quarter and the Southeast Quarter Northwest Quarter of said section lying Southerly of the center line of the Bear River, as the same now exists.

EXCEPTING THEREFROM, all that portion of the Northeast Quarter Southwest Quarter and the Southwest Quarter Southwest Quarter lying Northerly of the center of the Bear River, as the same now exists.

Section 32: East Half, East Half West Half, Southwest Quarter Northwest Quarter, West Half Southwest Quarter.

Township 10 South, Range 41 East of the Boise Meridian:

Section 5: Lots 1, 2, 3, and 4, South Half North Half, North Half South Half, EXCEPT THEREFROM, Beginning at a point 2181.35 feet South and 2772.51 feet East from the Northwest corner of Section 5, and running

Thence South  $13^{\circ}33'45''$  East 871.20 feet;

Thence North  $76^{\circ}26'15''$  East 300.00 feet;

Thence North  $13^{\circ}33'45''$  West 871.20 feet;

Thence South  $76^{\circ}26'15''$  West 300.00 feet, to the Point of Beginning.

Section 6: Lot 1, Northeast Quarter Southeast Quarter, Southeast Quarter Northeast Quarter.

Tract VII:

Township 10 South, Range 40 East of the Boise Meridian:

Section 1: Lot 1

EXCEPT THEREFROM, the following described two (2) tracts:

1. Beginning at a point which is 734 feet West of the Northeast corner of said Section 1 on the West Bank of Bear River;

Thence West 586 feet to the Northwest corner of Lot 1;

Thence South on West boundary of said Lot 1, 530 feet;

Thence South 78°40' East 218 feet;

Thence North 47°10' East 399 feet;

Thence North 28°00' East 170 feet;

Thence North 146 feet following the North and West bank of the Bear River, to the Point of Beginning.

2. Beginning at a point marked by a two inch by four inch post set three feet in the ground, which bears South 40°08' West from a stake one foot West of the Northeast corner of Section 1, 1160 feet;

Thence from said point of beginning North 55°47' West 50 feet;

Thence South 34°13' West 116.9 feet;

Thence South 55°47' East 50 feet;

Thence North 34°13' East 116.9 feet, to the Point of Beginning.

AND ALSO EXCEPTING THEREFROM that portion lying within the parcel conveyed to Val G. Eddins, a married person in Warranty Deed recorded November 22, 2017 as Instrument No. 200071, described as follows:

A parcel of land located in the Northeast Quarter (NE 1/4) of Section 1, Township 10 South, Range 40 East, Boise Meridian, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 192670 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 1, Township 10 South, Range 40 East Boise Meridian, the same being marked and witnessed by a 2-inch diameter aluminum cap monument and depicted upon that Record of Survey Instrument No. 177679 in the records of Caribou County, Idaho; thence

South 00°16'14" West a distance of 33.81 feet along the West boundary line of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" set on a fence line coursing East and West, the same being common with the North boundary line of the lands described in that Trustee Deed Instrument No. 182094 as recorded in the records of said county; thence along said common fence/boundary line for the following four (4) courses marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169";

1. Thence South 88°02'44" West a distance of 3.19 feet;

2. Thence South 69°55'36" West a distance of 360.51 feet (North 69°31' East 367.4 feet by record);

3. Thence South 00°00'47" West a distance of 99.60 feet (North 98.6 feet by record);

4. Thence North 80°02'10" West a distance of 222.72 feet (South 79°38' East 212 feet by record) to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on a fence corner, the same being on the East boundary line of the lands depicted upon that Record of Survey for Rocky Mountain Power Company Instrument No. 184786 in the records of said county; thence following a fence line common with said East boundary line of said lands for the following six (6) courses marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "ID PLS 13613";

1. Thence North 14°46'28" East a distance of 115.48 feet (South 114.63 feet by record);

2. Thence South 79°41'07" East a distance of 193.06 feet (North 79°38' West 212 feet by record)

3. Thence North 00°00'47" East a distance of 239.95 feet (South 241.3 feet by record UP&L) to a concrete hub 12 inches by 12 inches at top, set flush with the surface of the ground and marked "100" as depicted on that Utah Power & Light, Property Plat UB-12306, dated May 4, 1920, in the archives of current Rocky Mountain Power Company;

4. Thence continuing North 00°00'47" East a distance of 278.15 feet (South 260.07 feet by record UP&L), (The combined two previous North 503.2 feet by record said deed inst. 192670);

5. Thence North 67°31'56" East a distance of 372.57 feet (North 67°34' E 378.3 by record) to a point on the West boundary line of Lot 1 (Northeast Quarter Northeast Quarter);

6. Thence North 00°16'14" East a distance of 32.05 feet along said boundary line to the Ordinary High Water Mark on the left (South) Bank of the Bear River Fore Bay area upstream per the Grace Hydro-Electric Dam Site Intake structure; Thence along said Ordinary High Water Mark following the sinuosities coursing along the left (South)

Bank of said river as defined by the following three (3) meander lines, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169":

1. Thence South 81°16'26" East a distance of 308.30 feet;
2. Thence South 36°40'45" East a distance of 100.06 feet;
3. Thence South 74°06'18" East a distance of 166.12 feet to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on the Northwest boundary line of the Dam Site structure of the Bench B Canal; Thence along the South end of said dam for the following three (3) courses, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, 'GVS PLS 9169';

1. Thence South 31°52'44" West a distance of 18.96 feet;
2. Thence South 58°07'16" East a distance of 50.00 feet;
3. Thence North 31°52'44" East a distance of 18.53 feet to the Ordinary High Water Mark on the Right (South) Bank of said Bench B Canal;

Thence along said canal following the sinuosities coursing along the left (South) Bank of said canal as defined by the following two (2) meander lines, marked and witnessed by a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169":

1. Thence South 49°11'29" East a distance of 190.45 feet;
2. Thence South 27°44'29" East a distance of 41.26 feet to a point on the Northwest corner of an 8 inch wide, concrete wall, 16-foot wide Parshall (water capacity) Flume;

Thence along the outside wall of said flume for the following five (5) courses;

1. Thence South 07°42'02" East a distance of 14.68 feet;
2. Thence South 47°23'46" East a distance of 3.50 feet;
3. Thence South 05°18'33" East a distance of 27.42 feet;
4. Thence South 37°12'56" West a distance of 4.81 feet;
5. Thence South 81°47'47" West a distance of 37.19 feet to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169 set on the Ordinary High Water Mark on the right (South) Bank of said Bench B Canal;

Thence South 40°14'43" West a distance of 178.10 feet along said canal following the sinuosities coursing along the left (South) Bank of said canal to a 5/8 inch reinforcement bar with cap tagged, "GVS PLS 9169" located on the North boundary line of the afore said Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼; Thence South 89°52'05" West a distance of 584.76 feet along said boundary line to the Point of Beginning.

Township 10 South, Range 40 East of the Boise Meridian:

Section 12: Beginning at a point 1490 feet West of the Northeast Corner of the Northwest Quarter of said Section 12, and running

Thence West 165 feet; Thence South 330 feet;

Thence East 165 feet; Thence North 330 feet, to the Point of Beginning.

Tract VIII:

Township 10 South, Range 40 East of the Boise Meridian:

Section 1: Southeast Quarter Northeast Quarter.

Township 10 South, Range 41 East of the Boise Meridian:

Section 6: Lot 4, 5 and 6.

Tract IX:

Township 10 South, Range 40 East of the Boise Meridian:

Section 24: Southwest quarter Southeast Quarter.

Section 25: West Half Northeast Quarter, Northwest Quarter Southeast Quarter.

EXCEPT THEREFROM, a strip of land 50.0 feet wide, being on the Easterly side of the following described center line of highway as surveyed and shown on the official plat of State 34-Project No. S. 1778 (2) Highway Survey on file in the office of the Department of Highway of the State of Idaho and lying over and across the Northwest Quarter Southeast Quarter, West Half Northeast Quarter of Section 25, and Southwest Quarter Southeast Quarter of Section 24, Township 10 South, Range 40 East, Boise Meridian:

Beginning at Station 76+46 of the said Highway Survey, which Station is a point on tangent approximately 1336.5 feet North from the South Quarter corner of Section 25, Township 10 South, Range 40 East, Boise Meridian;  
Thence running North 0°20' West 5309 feet to Station 129+55 of said survey, which station is a point on tangent approximately 1317.0 feet North from the South Quarter Corner of Section 24, Township 10 South, Range 40 East, Boise Meridian.

Township 10 South, Range 41 East of the Boise Meridian:

Section 5: South Half South Half

Section 8: North Half

EXCEPT THEREFROM, any portion thereof lying within the right of way of County Roads.

Tract X:

A parcel of land located in Section 17, Township 10 South, Range 41 East, Boise Meridian, Caribou County, Idaho, the same being a portion of the lands described in that Quitclaim Deed Instrument No. 192670 as recorded in the records of Caribou County, Idaho, more particularly described as follows:

All that portion of the lands in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) and in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 17, Township 10 South, Range 41 East, Boise Meridian, Caribou County, Idaho, lying East of the centerline of the East Branch Canal.

EXCEPT THEREFROM,

Beginning at the Northwest Corner of the Southwest Quarter Northwest Quarter of said Section 17, and running  
Thence East 375 feet;  
Thence South 600 feet;  
Thence West 375 feet;  
Thence North 600 feet, to the Point of Beginning.

Tract XI:

Township 10 South, Range 41 East of the Boise Meridian:

Section 6: Lots 2 and 3, Southwest Quarter Northeast Quarter, Southeast Quarter Northwest Quarter,

Tract XII:

The East 62.5 feet of Lots 7, 8, 9 and the East 62.5 feet of the South 15 feet of Lot 6, Block 5, Citizens Addition, Grace Townsite, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, in Book 5 of Miscellaneous Records, at Page 234.

ALSO, Beginning at the Southeast corner of Lot 9, Block 5, aforesaid, and running

Thence East 30 feet;  
Thence North 103 feet;  
Thence West 30 feet;  
Thence South 103 feet, to the Point of Beginning.

The same being that portion of 3rd East in the City of Grace closed by City Ordinance No. 172, recorded under Recorder's Instrument No. 106208, records of Caribou County, Idaho.

Tract XIII;

Township 10 South, Range 41 East of the Boise Meridian;

Section 6: Beginning at the Southeast corner of said Section 6;

Thence North 1330.8 feet, more or less, to the South 1/16th Corner on the Last line of said Section 6; Thence North 89°32' West 25 feet;

Thence South 636.3 feet;

Thence South 87°24' West 704.8 feet, to the TRUE POINT OF BEGINNING, and running

Thence North 250 feet;

Thence East 150 feet;

Thence South 250 feet;

Thence West 150 feet, to the Point of Beginning.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

April 17, 2019

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

RE: Notice of Security Interest for Water Right/Permit No(s): 29-2548, 29-7001, 29-7061, 29-7636, 29-7637, 29-10171

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Cher Ramos  
Technical Records Specialist 1

Enclosure(s)

cc: R LLOYD BROS