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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JAN 17 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

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

DEPT OF WATER RESOURCES

1. Water Right No(s): 37-20925, 37-20927

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

D. L. Evans BankP.O. Box 87Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s) George Peter Koss and Victoria Koss

5. Expiration Date of Notification Period 9/24/2029

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

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

Loan Officer -**For Office Use Only**Received by DMDate 1/17/2019Received by RDDate 4/1/19Processed by RDDate 4/1/19Fee \$50-Receipt No. 5037116WR 37-2092737-20925Date 4/1/19

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SUPPORT DATA

IN FILE # 37-20925

Instrument # 655442

HAILEY, BLAINE, IDAHO

10-2-2018 02:27:34 PM No. of Pages: 7

Recorded for : FIRST AMERICAN TITLE COMPANY

JOLYNN DRAGE

Fee: 46.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST-SECOND DEED TRUST/MTG

RECORDATION REQUESTED BY:

D. L. Evans Bank
Hailey Branch
609 South Main
Hailey, ID 83333

WHEN RECORDED MAIL TO:

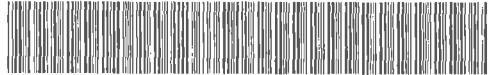
D. L. Evans Bank
Hailey Branch
609 South Main
Hailey, ID 83333

SEND TAX NOTICES TO:

George Peter Koss
Victoria Jane Kerr Koss
P.O. Box 277
Hailey, ID 83333

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

700602



2800037073/090000000000G01

DEED OF TRUST

THIS DEED OF TRUST is dated September 24, 2018, among George Peter Koss and Victoria Jane Kerr Koss, husband and wife as community property ("Grantor"); D. L. Evans Bank, whose address is Hailey Branch, 609 South Main, Hailey, ID 83333 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company, whose address is 120 2nd Avenue Ste 101, Ketchum, ID 83340 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Blaine County, State of Idaho:

Lot 3D of A Replat of Lot 4, Block 1, Buckhorn Subdivision 2nd Add. And Lots 3A & 3B, Block 1, Buttercup Meadows Subdivision, according to the official plat thereof, recorded as Instrument No. 376081, records of Blaine County, Idaho.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 37-20927 with a claimed priority of November 26, 1886 to 0.380 cfs of irrigation from the waters of Big Wood River a tributary of the Malad River and water rights represented by Idaho State Department of Water Resources Water Right No. 37-20925 with a claimed priority of March 24, 1883 to 0.190 cfs of irrigation from the waters of Big Wood River a tributary of the Malad River together with any and all other water rights and ditch rights appurtenant to the above described premises

The Real Property or its address is commonly known as 62 Buttercup Road, Hailey, ID 83333. The Real Property tax identification number is RP00076000003D.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any

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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

LAWSON LASKI CLARK & POGUE, PLLC
Post Office Box 3310
Ketchum, Idaho 83340

Instrument # 653876

HAILEY, BLAINE, IDAHO
8-3-2018 11:58:01 AM No. of Pages: 1
Recorded for : LAWSON LASKI CLARK & POGUE
JOLYNN DRAGE Fee: 15.00
Ex-Officio Recorder Deputy
Index to: WTYJGCORP DEED

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QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE KOSS FAMILY LIMITED PARTNERSHIP dated December 7, 2004, whose address is Post Office Box 277, Hailey, Idaho 83333, hereby conveys, releases, remises and forever quitclaims to George Peter Koss and Victoria Jane Kerr Koss, husband and wife, as community property, whose address is Post Office Box 277 Hailey, Idaho 83333, all of its right, title and interest which it has, if any, in the real property in the State of Idaho, County of Blaine described as:

Lot 3D of a Replat of Lot 4, Block 1, Buckhorn Subdivision, 2nd
Add. And Lots 3A and 3B, Block 1 Buttercup Meadows
Subdivision, according to the official plat thereof, recorded as
Instrument No. 276081, records of Blaine County, Idaho.

TOGETHER WITH ⁽³⁷⁶⁰⁸¹⁾ all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

DATED this 25 day of July 2018.



George Peter Koss, General Partner
The Koss Family Limited Partnership

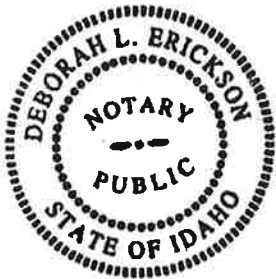
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STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 25th day of July 2018, before me, the undersigned, a Notary Public in and for said county and state, personally appeared GEORGE PETER KOSS, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as the General Partner of THE KOSS FAMILY LIMITED PARTNERSHIP.

WITNESS my hand and official seal.



Deborah Erickson
Notary Public for Idaho
Residing at Harvey Id
My Commission expires 10-09-22

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APR 01 2019



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

Brad Little
Governor

Gary Spackman
Director

April 01, 2019

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303-0087

RE: Notice of Security Interest for Water Right/Permit No(s): 37-20925 and 37-20927

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) 287-4803.

Sincerely,

Rosemary DeMond
Administrative Assistant 2

Enclosure(s)

c: GEORGE PETER KOSS
VICTORIA J KERR KOSS

SUPPORT DATA

IN FILE # 37-20925