

RECEIVED

OCT 29 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**Notice of Security Interest in a Water Right**and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
11-7594 <i>OK</i>	11-7583 <i>OK</i>	11-7584 <i>OK</i>	

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of **\$25.00** per water right or adjudication claim.

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

ZIONS BANCORPORATION N.A. DBA

ZIONS FIRST NATIONAL BANK

500 5TH STREET

AMES, IA 50010

Phone 515-232-7310

Email *Steve Myers**Debra Myers*

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

STEVEN N. MYERS AND DEBRA R. MYERS

5. Expiration Date of Notification Period

01/01/2034

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Steve Myers
VICE PRESIDENT**For Office Use Only**Received by *B*

Date

10/29/2018

Receipt No.

E044492

Fee

\$75.-

Processed by AJ

CR

Date

11/27/2018

WR

Date

SUPPORT DATA

IN FILE # *11-7583*

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Basi...>[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/27/2018

WATER RIGHT NO. 11-7594

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLYDE COOK 530 S 1ST WEST BERN, ID 83220 2085990570
Original Owner	DEAN T KUNZ
Original Owner	PARLEY P KUNZ BERN, ID 83220

Priority Date: 08/22/1961
Basis: License
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.9 CFS	134.4 AFA
Total Diversion			0.9 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESE|Sec. 35|Township 12S|Range 43E|BEAR LAKE County

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Bas...>

Licensed Diversion Capacity: 1.47

Place(s) of use:

Place of Use Legal Description: IRRIGATION BEAR LAKE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
12S	43E	35		SENE 14										
				NESE 20.8			NWSE 10							

Total Acres: 44.8

Dates:

Licensed Date: 05/28/1969

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Basi...>

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/27/2018

WATER RIGHT NO. 11-7583

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLYDE COOK 530 S 1ST WEST BERN, ID 83220 2085990570

Priority Date: 04/15/1909
Basjs: Statutory Claim
Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED SPRING	BEAR HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.54 CFS	
Total Diversion			0.54 CFS	

Location of Point(s) of Diversion:

UNNAMED SPRING	SWSWNW	Sec. 35	Township 12S	Range 43E	BEAR LAKE County
UNNAMED SPRING	NWSE	Sec. 35	Township 12S	Range 43E	BEAR LAKE County

Place(s) of use:

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Basi...>

Place of Use Legal Description: IRRIGATION BEAR LAKE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
12S	43E	35		SWNE 7			SENE 7.2							
				NESE 2.4			NWSE 1.5							

Total Acres: 18.1

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 10/19/2007

Protest Deadline Date: 12/03/2007

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Basi...>[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/27/2018

WATER RIGHT NO. 11-7584

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLYDE COOK 530 S 1ST WEST BERN, ID 83220 2085990570

Priority Date: 01/18/1909
Basis: Statutory Claim
Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCK WATER	01/01	12/31	0.02 CFS	
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

UNNAMED SPRING End of Stream Flow	SESWNE	Sec. 35	Township 12S	Range 43E	BEAR LAKE County
UNNAMED SPRING	SWSWNW	Sec. 35	Township 12S	Range 43E	BEAR LAKE County

Water Right Report

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?Basi...>

UNNAMED SPRING Beginning of
Stream Flow

NWNESW	Sec. 35	Township 12S	Range 43E	BEAR LAKE County
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STOCKWATER Use:

Number of stock: 150

Place(s) of use:

Place of Use Legal Description: STOCKWATER BEAR LAKE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
12S	43E	35		NWSW										
				NWSE										

Conditions of Approval:

1. 107 This notice was filed in accordance with Section 42-113(3), Idaho Code. Diversion and use of water in accordance with this notice shall not exceed 13,000 gallons per day for stockwater use. The water delivery system established in accordance with this notice shall be fully enclosed and shall be equipped with an automatic shutoff valve or a mechanism for returning unused water to the source through an enclosed system. The water delivery system shall be designed to facilitate measurement of the rate of flow through the system.

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 10/19/2007

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

RECORDATION REQUESTED BY:

ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL
BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

21801582

WHEN RECORDED MAIL TO:

ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL
BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

Instrument # 227903**BEAR LAKE COUNTY**

10-5-2018 11:27:12 AM No. of Pages: 12

Recorded for : FIRST AMERICAN TITLE

CINDY GARNER

Fee: 45.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE

SEND TAX NOTICES TO:

STEVEN N. MYERS
DEBRA R. MYERS
533 REED LANE
BERN, ID 83220

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated October 1, 2018, is made and executed between STEVEN N. MYERS and DEBRA R. MYERS, husband and wife, whose address is 533 REED LANE, BERN, ID 83220 (referred to below as "Grantor") and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK, whose address is C/O ZIONS AGRICULTURAL FINANCE, 500 FIFTH STREET, AMES, IA 50010-6063 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender 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, watercourses 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 Bear Lake County, State of Idaho:**

Real estate located in the COUNTY OF BEAR LAKE, STATE OF IDAHO, described in Exhibit "A" attached hereto and incorporated herein by reference just as if it had been fully set forth in this Mortgage or Deed of Trust.

In addition to the above described real estate, it is agreed that this Mortgage or Deed of Trust shall specifically create a first lien in favor of Lender on the Irrigation Equipment listed in Exhibit "B" and on the Water Rights listed in Exhibit "C" and on the Livestock Water Equipment listed in Exhibit "D" attached hereto and incorporated herein by reference just as if they had been fully set forth in this Mortgage or Deed of Trust.

The Real Property or its address is commonly known as Real Property located in Bear Lake County, ID. The Real Property tax identification number is as follows: Parcel No. (s): 2957; 2958; 2964.

Grantor presently assigns to Lender 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 MORTGAGE, 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 MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that 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.

Duty to Maintain. Grantor shall maintain the Property in tenantable 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 kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 1, 2018, in the original principal amount of \$580,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2034.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

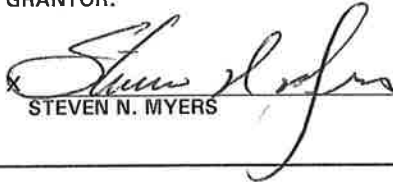
Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

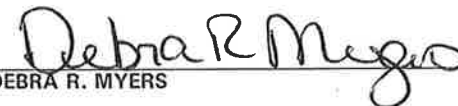
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:


STEVEN N. MYERS

x 
DEBRA R. MYERS

INDIVIDUAL ACKNOWLEDGMENT

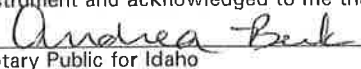
STATE OF Idaho

)
) SS

COUNTY OF Bear Lake

)

On this 28th day of October, in the year 20 18, before me Andrea Beck, a notary public in and for the State of Idaho, personally appeared **STEVEN N. MYERS**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.


Notary Public for Idaho

Residing at Ovid, ID

My commission expires 6-27-2019

NOTARY PUBLIC
ANDREA BECK
My Commission Number is 61837
Commission Expires: 06/27/2019
STATE OF IDAHO

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

)
) SS
)

COUNTY OF Bear Lake

On this 31 day of October, in the year 20 18, before me Andrea Beck, a notary public in and for the State of Idaho, personally appeared **DEBRA R. MYERS**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Andrea Beck
Notary Public for Idaho

Residing at Ovid, ID

My commission expires 10-27-2019

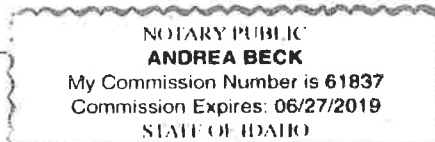


EXHIBIT "A"

Real estate located in the County of Bear Lake and State of Idaho, to-wit:

TOWNSHIP 12 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

Section 35: Beginning at the Southwest Corner of said Section 35, and Corner being marked by a fence running to the East and North, and running thence along said fence line North 2623.99 feet (2640 feet by record); thence North 89°01'02" East 2640.3 feet (East 2640 feet by record); thence North 691.40 feet, more or less, (North 693 by record) to an existing fence line and the South line of Instrument No. 163176; thence along said fence line North 83°53'54" East 2041.39 feet (shown North 84° East by record); thence South 0°51'36" East 2234.74 feet (shown South 2210 feet by record), more or less; thence South 88°58'49" West 785.29 feet (shown West 779.0 feet by record); thence South 0°18'58" East 1297.23 (shown South 1320 feet by record); thence South 89°31'59" West 3925.41 feet (shown West 3960 feet by record), to the Point of Beginning.

EXCEPT THEREFROM: Beginning at a point 1428.9 feet North and 1135.86 feet West from the Southeast Corner of said Section 35, and running thence North 72°10' West 753.06 feet; thence North 115.5 feet; thence South 72°10' East 753.06 feet; thence South 115.5 feet, to the Point of Beginning.

ALSO:

A parcel of land located in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter of Section 35, Township 12 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho, the same being a portion of the lands described in that Deed Instrument No. 154502 as recorded in the records of Bear Lake County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of Section 35, Township 12 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 2 inch Aluminum cap monument per that Corner Perpetuation and Filing record instrument no. 179190 as recorded upon the records of Bear Lake County, Idaho, the same being South 00°25'04" East a distance of 2669.01 feet from the Northeast corner of the Southeast Quarter of said section; Thence North 00°25'04" West for a distance of 1334.43 feet; Thence North 00°25'04" West for a distance of 4.73 feet; Thence South 89°18'04" West for a distance of 30.00 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set at the intersection of the West right of way boundary line of the Bern - Montpelier Road and the North right of way boundary line of the Cemetery Road; Thence South 89°18'04" West for a distance of 494.32 feet, parallel with and 15.00 feet perpendicular distant from the centerline of the Cemetery Road, to a 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being a point on the south boundary line of the lands described in that Deed Instrument No. 154502 as recorded in the records of Bear Lake County, Idaho, the True Point of Beginning; Thence South 89°18'44" West (West by Record) for a distance of 16.68 feet along said boundary line to the Southwest corner thereof; Thence North 00°11'50" West for a distance of 2210.00 feet (North 2210' by Record) along the west boundary line of said lands to the Northwest corner thereof; Thence North 83°48'10" East (N 84° E by Record) for a distance of 13.92 feet along the north boundary line of said lands; Thence South 00°16'15" East for a distance of 2211.31 feet to the True Point of Beginning.

EXHIBIT "B"

IRRIGATION EQUIPMENT

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof located on the real estate described in Exhibit "A", whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such Property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

WHEEL-MOVE SPRINKLER LINE
6 CYLINDER MOTOR AND PUMP

EXHIBIT "C"

WATER RIGHTS

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property described in Exhibit "A". The above includes, but is not limited to, the following:

IDAHO DEPARTMENT OF WATER RESOURCES

**Water Right No(s): 11-7594
11-7583
11-7584**

WELLS AND SPRINGS

EXHIBIT "D"**LIVESTOCK WATER EQUIPMENT**

All Livestock Water Equipment located on the real estate described in Exhibit "A", whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such Livestock Water Equipment, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Livestock Water Equipment. Said Livestock Water Equipment includes, but is not limited to, the following:

**FOUR SPRING FED WATER TROUGHS
WATER SYSTEMS' COMPONENTS**



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

November 21, 2018

ZIONS BANKCROPORATION NA
DBA ZIONS FIRST NATIONAL BANK
500 5TH STEET
AMES IA 50010

RE: Notice of Security Interest for Water Right/Permit No(s): 11-7594, 11-7583 & 11-7584

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.

According to your application the current owner of the water rights listed above should be Steven and Debra Meyers. According to the records filed with the department the current owner of the water rights is Clyde Cook. In order for us to update our records a Notice of Change in Water Right Ownership application, evidence of ownership and filing fee is required.

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,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Clyde Cook

October 26, 2018

State of Idaho
Division of Water Resources
900 N. Skyline Dr., Ste A
Idaho Falls, ID 83402-1718

RECEIVED
OCT 29 2018
Department of Water Resources
Eastern Region

To Whom It May Concern:

Re: Zions' Loan 21801582 to Steven N. Myers and Debra R. Myers – Bear Lake County, Idaho

Enclosed is an original Notice of Security Interest in a Water Right (*in duplicate*). Each original Notice has been executed by Steven N. Myers and Debra R. Myers.

Please sign and date each enclosed Notice of Pledge and return one fully executed Notice to the undersigned in the enclosed stamped, self-addressed envelope. Also included is a check payable to Idaho Department of Water Resources in the amount of Seventy-Five Dollars (75.00) to cover the filing fees.

This interest is to be continuous until notification is given by ZB, N.A. dba Zions First National Bank in writing of any changes or release.

Because ZB, N.A. dba Zions First National Bank is considering the water rights, as collateral security for a loan, we would also appreciate your notification to us should any adverse action be necessary concerning these water rights.

Thank you for your assistance. Should more information be necessary, please contact me.

Sincerely,



Lavonne L. Kizzier
Loan Documentation Specialist

LLK
Encs.