

RECEIVED

NOV 13 2017

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

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

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	13-2228 OK			

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

PO BOX 1046

BLACKFOOT, ID 83221

Phone 208-785-6843

Email BLACKFOOT@BANKOFCOMMERCE.ORG

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

HYMAS DAIRY, L.L.C.

5. Expiration Date of Notification Period

11/15/2027

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable



V.P./Loan Officer

For Office Use OnlyReceived by JBDate 11/13/2017Receipt No. E043548Fee \$25.-

Processed by AJ

Date

WR JBDate 11/16/2017

272482

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Recorded at the request of

Northern Title Co.Time 9:53A Amount \$ 4500

OCT 31 2017

SHAUNA T. GEDDES, RECORDER

By [Signature] Deputy
Franklin County, Idaho

NTF-82561

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013811537

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on October 30, 2017 between the mortgagor(s) HYMAS PROPERTIES, L.L.C., an Idaho Limited Liability Company, a non-individual entity, whose address is 1607 EAST 9000 NORTH, PRESTON, Idaho 83263 ("Mortgagor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor owes Lender the principal sum of One Million Three Hundred Fifty Thousand and 00/100 Dollars (U.S. \$1,350,000.00), which is evidenced by the promissory note dated October 30, 2017. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Million Three Hundred Fifty Thousand and 00/100 Dollars (U.S. \$1,350,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Franklin, State of Idaho:

Address: 1607 EAST 9000 NORTH, PRESTON, Idaho 83263

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

Property Size: 670.77 acres.

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 HYMAS DAIRY, L.L.C. and HYMAS



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PROPERTIES, L.L.C. to The Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on November 15, 2027.

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.

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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.

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; JURISDICTION. This Security Instrument will be governed by the laws of the State of Idaho including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Franklin County, Idaho, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Franklin or in the United States District Court for the district assigned to said County and state.

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

UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor

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agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

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.

HYMAS PROPERTIES, L.L.C.

Brandon E Hyman 10/30/17
By: BRANDON E HYMAS Date
Its: Member

Earl M Hyman 10-30-17
By: EARL M HYMAS Date
Its: Member

Carol Deene Hyman 10-30-17
By: CAROL DEENE HYMAS Date
Its: Member

Sonya L Hyman 10-30-17
By: SONYA L HYMAS Date
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BINGHAM)

On this the 30th day of October, 2017, before me, Erin Adams, a Notary Public, personally appeared BRANDON E HYMAS, Member on behalf of HYMAS PROPERTIES, L.L.C., an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of HYMAS PROPERTIES, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

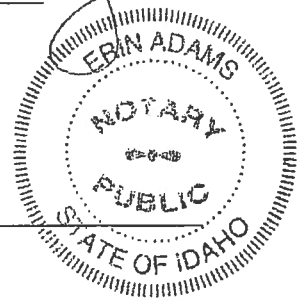
My commission expires: 03/06/2021

Erin Adams

Identification Number 39650

residing at
Blackfoot, Idaho
Bingham, County

(Official Seal)



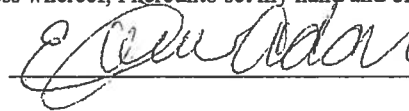
BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF BINGHAM)

On this the 30th day of October, 2017, before me, Erin Adams, a Notary Public, personally appeared EARL M HYMAS, Member on behalf of HYMAS PROPERTIES, L.L.C., an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of HYMAS PROPERTIES, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

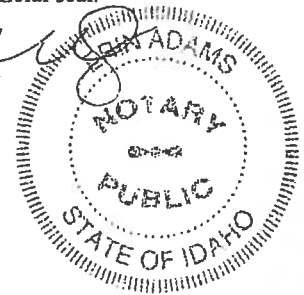
My commission expires: 03/06/2021



Identification Number 39650

residing at
Blackfoot, Idaho
Bingham County

(Official Seal)



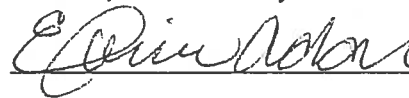
BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF BINGHAM)

On this the 30th day of October, 2017, before me, Erin Adams, a Notary Public, personally appeared CAROL DEENE HYMAS, Member on behalf of HYMAS PROPERTIES, L.L.C., an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of HYMAS PROPERTIES, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

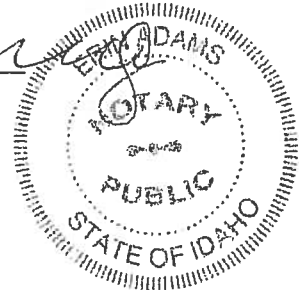
My commission expires: 03/06/2021



Identification Number 39650

residing at
Blackfoot, Idaho
Bingham County

(Official Seal)



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BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF Bingham)

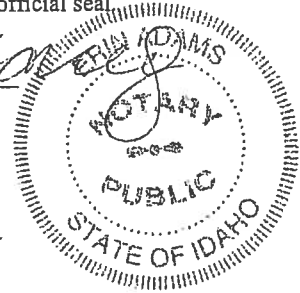
On this the 30th day of October 2017, before me, Erin Adams, a Notary Public, personally appeared SONYA I. HYMAS, Member on behalf of HYMAS PROPERTIES, L.L.C., an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/~~she~~ holds the position set forth and that he/~~she~~ being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/~~herself~~ as Member of HYMAS PROPERTIES, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 03/06/2021Erin AdamsIdentification Number 39650

residing at

Blackfoot Idaho
Bingham County

(Official Seal)



THIS INSTRUMENT PREPARED BY:
 The Bank of Commerce
 624 Jensen Grove Drive
 Blackfoot, ID 83221-0000

AFTER RECORDING RETURN TO:
 The Bank of Commerce
 624 Jensen Grove Drive
 Blackfoot, ID 83221-0000

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"EXHIBIT A"**PARCEL 1:**

TOWNSHIP 13 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.
SECTION 25: E $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, ALSO, COMMENCING AT THE NE CORNER OF SECTION 25, AND
RUNNING THENCE SOUTH 80 RODS; THENCE WEST 700 FEET; THENCE NORTH 60 RODS; THENCE
NORTHEASTERLY 700 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPT, COMMENCING AT
A POINT 8 RODS 8 FEET SOUTH OF THE SW CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 25, AND RUNNING
THENCE SOUTH 11 RODS; THENCE EAST 9 RODS 7 $\frac{1}{2}$ FEET; THENCE NORTH 10 RODS; THENCE WEST 9
RODS TO THE PLACE OF BEGINNING.

ALSO, EXCEPT: COMMENCING AT A POINT ON THE NORTH SIDE OF THE COUNTY ROAD 260 FEET
NORTH, MORE OR LESS, AND SOUTH 70° 15' WEST 286.5 FEET ALONG SAID ROAD OF THE SOUTHEAST
CORNER OF THE NORTHEAST QUARTER OF SECTION 25; RUNNING THENCE SOUTH 70° 15' WEST 200
FEET ALONG SAID ROAD; THENCE NORTH 19° 45' WEST 114 FEET; THENCE NORTH 70° 15' EAST 200
FEET; THENCE SOUTH 19° 45' EAST 114 FEET TO THE PLACE OF BEGINNING.

ALSO, EXCEPT: COMMENCING AT A POINT ON THE NORTH SIDE OF THE COUNTY ROAD 260 FEET
NORTH, MORE OR LESS, OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 25,
AND RUNNING THENCE SOUTH 70° 15' WEST 72 FEET ALONG THE COUNTY ROAD; THENCE NORTH 19°
45' WEST 110 FEET; THENCE NORTH 70° 15' EAST 120 FEET; THENCE SOUTH 19° 45' EAST 110 TO THE
NORTH SIDE OF SAID ROAD; THENCE SOUTH 70° 15' WEST 48 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: COMMENCING AT A POINT 672 FEET WEST FROM THE SOUTHEAST CORNER OF
SECTION 25; THENCE RUNNING NORTH 418 FEET; THENCE SOUTH 77° 16' WEST 535.2 FEET; THENCE
SOUTH 300 FEET; THENCE EAST 522 FEET TO THE PLACE OF BEGINNING

ALSO EXCEPT: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25; AND RUNNING THENCE
NORTH 23° 26' 48" WEST 2237.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 71° 47' 11"
WEST 345.37 FEET; THENCE NORTH 20° 30' 48" WEST 256.00 FEET; THENCE NORTH 20° 19' 27" EAST 76.11
FEET; THENCE NORTH 67° 21' 25" EAST 354.96 FEET; THENCE SOUTH 16° 28' 11" EAST 134.21 FEET;
THENCE SOUTH 06° 56' 18" EAST 212.70 FEET TO THE TRUE POINT OF BEGINNING. (00430.00)

EXCEPT ALSO: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25, FROM WHICH THE
NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 01° 03' 15" WEST 5222.44 FEET; THENCE WEST
672.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OWNED BY FRANKLIN COUNTY AND
RECORDED UNDER INSTRUMENT NUMBER 131535 IN THE OFFICIAL RECORDS OF FRANKLIN COUNTY;
THENCE NORTH 418.00 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF
SAID PARCEL; THENCE SOUTH 77° 16' 00" WEST 10.69 FEET ALONG THE NORTH LINE OF SAID PARCEL
TO A 5/8 INCH REBAR WITH CAP LABELLED "A.A. HUDSON, PLS 4735" SET ON THE WESTERLY RIGHT
OF WAY LINE OF TREASURETON ROAD. THE TRUE POINT OF BEGINNING; THENCE SOUTH 77° 16'
00" WEST 318.16 FEET ALONG THE NORTH LINE OF SAID PARCEL TO A 5/8 INCH REBAR WITH CAP;
THENCE NORTH 20° 51' 19" WEST 185.00 FEET TO A 5/8 INCH REBAR WITH CAP; THENCE NORTH 44° 37'
46" EAST 357.72 FEET TO A 5/8 INCH REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY FENCE
TO THE TREASURETON ROAD; THENCE SOUTH 25° 26' 45" EAST 130.38 FEET ALONG SAID RIGHT OF
WAY TO THE POINT OF CURVATURE OF A 550.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 15' 51", A
DISTANCE OF 242.52 FEET TO THE POINT OF TANGENCY, (CHORD=SOUTH 12° 48' 50" EAST 240.56 FEET);
THENCE SOUTH 00° 10' 54" EAST 20.69 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 13 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.
SECTION 25: SW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 3:

TOWNSHIP 13 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.
SECTION 19: SW $\frac{1}{4}$ SE $\frac{1}{4}$, ALSO, COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19; RUNNING
THENCE NORTH 41 RODS; MORE OR LESS; TO THE CENTER LINE OF THE COUNTY ROAD; THENCE
SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 62 RODS, MORE OR LESS, TO THE SOUTH
LINE OF SAID SECTION 19; THENCE EAST 55 RODS; MORE OR LESS, TO THE PLACE OF BEGINNING.
(00548.00)

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PARCEL 4:

SECTION 30: N $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, LOTS 3 AND 4,
EXCEPT: COMMENCING AT A POINT 22 RODS SOUTH AND 15 $\frac{1}{2}$ RODS EAST AND 10 RODS SOUTH FROM
THE NORTHWEST CORNER OF SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 30; THENCE RUNNING SOUTH 10 RODS 10
FEET; THENCE EAST 8 RODS; THENCE NORTH 10 RODS 10 FEET; THENCE WEST 8 RODS TO THE PLACE
OF BEGINNING.

EXCEPT ALSO: COMMENCING AT A POINT 12 RODS NORTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$
OF SECTION 30; THENCE SOUTH 12 RODS; THENCE EAST 14 RODS; THENCE NORTH TO THE COUNTY
ROAD; THENCE SOUTHWESTERLY ALONG SAID ROAD TO THE PLACE OF BEGINNING.

EXCEPT ALSO: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30, AND
RUNNING SOUTH 27 $\frac{1}{2}$ RODS, MORE OR LESS, TO THE CENTER OF COUNTY ROAD; THENCE
NORTHEASTERLY ALONG THE CENTER LINE OF COUNTY ROAD 43 RODS, MORE OR LESS, TO NORTH
LINE OF SECTION 30; THENCE WEST 25 RODS, MORE OR LESS TO THE PLACE OF BEGINNING.

EXCEPT ALSO: COMMENCING AT A POINT 453.75 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30, IN THE CENTER OF OLD STATE HIGHWAY 34, RUNNING THENCE NORTH 37°
30' EAST 390 FEET ALONG CENTER OF OLD HIGHWAY 34; THENCE NORTH 51° 30' EAST 123 FEET ALONG
CENTER OF OLD HIGHWAY 34; THENCE SOUTH 41° EAST 190 FEET; THENCE SOUTH 49° WEST 650.5
FEET ALONG WEST RIGHT-OF-WAY BOUNDARY OF NEW STATE HIGHWAY 34; THENCE NORTH 41°
WEST 50 FEET ALONG NORTH BOUNDARY OF HIGHWAY ACCESS RIGHT-OF-WAY; THENCE SOUTH 81°
WEST 214 FEET ALONG CENTER OF A COUNTY ROAD; THENCE NORTH 41°30' EAST 415 FEET, MORE OR
LESS, THENCE SOUTH 133.5 FEET TO THE PLACE OF BEGINNING.

EXCEPT ALSO: COMMENCING AT A POINT SOUTH 40°58' WEST 631.6 FEET FROM THE NORTHEAST
CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30, AND RUNNING THENCE SOUTH 13°08' EAST 133 FEET TO
THE NORTH BOUNDARY LINE OF COUNTY ROAD; THENCE SOUTH 76°52' WEST 327.52 FEET ALONG
SAID COUNTY ROAD; THENCE NORTH 13°08' WEST 133 FEET; THENCE NORTH 76° 52' EAST 327.52 FEET
TO THE PLACE OF BEGINNING.

EXCEPT ALSO: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, LOCATED NORTH
89° 57' 31" EAST 5448.28 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30: THENCE SOUTH
73° 41' 07" WEST 2857.54 FEET TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163" BEING
THE TRUE POINT OF BEGINNING. THENCE SOUTH 85° 11' 14" EAST 253.97 FEET TO A 5/8 " INCH REBAR
AND CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF 9000 NORTH, A COUNTY ROAD, SAID
POINT BEING ON A 365.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST,
WHOSE CENTER BEARS SOUTH 18° 32' 21" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE,
COINCIDENT WITH SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12° 06' 05" A
DISTANCE OF 77.09 FEET TO THE POINT OF TANGENCY(CHORD = SOUTH 65° 24' 36" WEST 76.95'),
MONUMENTED WITH A 5/8" REBAR AND CAP; THENCE SOUTH 59° 21' 34" WEST 255.40 FEET ALONG
SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP; THENCE SOUTH 61° 16' 27" WEST 124.78 FEET
ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP; THENCE NORTH 24° 31' 41" WEST 140.00
FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 60° 22' 36" EAST 234.88 FEET TO THE TRUE POINT OF
BEGINNING.

ALSO, AN EASEMENT FOR CULINARY WATER LINE AND WELL: COMMENCING AT A POINT SOUTH 40°
58' WEST 631.60 FEET AND SOUTH 13° 08' EAST 33.3 FEET FROM THE NORTHEAST CORNER OF THE
NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30; AND RUNNING THENCE NORTH 78° EAST 155 FEET; THENCE SOUTH 13° 08'
EAST 20 FEET; THENCE SOUTH 78° WEST 155 FEET; THENCE NORTH 13° 08' WEST 20 FEET TO THE
PLACE OF BEGINNING.

EXCEPT: A HIGHWAY RIGHT-OF-WAY DEED TO THE STATE OF IDAHO RECORDED IN BOOK 5 OF
DEEDS, PAGE 93, RECORDS OF FRANKLIN COUNTY, STATE OF IDAHO.

PARCEL 5:

TOWNSHIP 13 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.
SECTION 25: COMMENCING AT A POINT ON THE NORTH SIDE OF THE COUNTY ROAD 260 FEET NORTH,
MORE OR LESS, AND SOUTH 70° 15' WEST 286.5 FEET ALONG SAID ROAD OF THE SOUTHEAST CORNER
OF THE NORTHEAST QUARTER OF SECTION 25; RUNNING THENCE SOUTH 70° 15' WEST 200 FEET

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ALONG SAID ROAD; THENCE NORTH $19^{\circ} 45'$ WEST 114 FEET; THENCE NORTH $70^{\circ} 15'$ EAST 200 FEET;
THENCE SOUTH $19^{\circ} 45'$ EAST 114 FEET TO THE PLACE OF BEGINNING.

PARCEL 6:

TOWNSHIP 13 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.
SECTION 30: COMMENCING AT A POINT 12 RODS NORTH OF THE NORTHWEST CORNER OF THE
SOUTHWEST QUARTER OF SECTION 30, AND RUNNING THENCE SOUTH 12 RODS; THENCE EAST 14
RODS; THENCE NORTH TO THE MAIN TRAVELED ROAD AND THE NORTH LINE OF SAID PROPERTY;
THENCE SOUTHWESTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

SA BH EMT QNH



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 17, 2017

The Bank of Commerce
PO Box 1046
Blackfoot ID 83221

RE: Notice of Security Interest in a Water Right 13-2228

Dear Water Right Holder(s):

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

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing a security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Hymas Properties LLC