Form 42-248/42-1409(6) Rev. 7/21

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Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
11-2103 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Patrick A Lozier
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Shancy Lusk and Kade S. Lusk
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

1657 Reed Lane (Mailing address) | Soda Springs (City) | ID (State) | 83276 (Zip)

208-766-3371 (Telephone) | kandslusk@gmail.com (Email)

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 2.14.2023.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Shancy Lusk (Signature of new owner/claimant) | (Title, if applicable) | 2/13/23 (Date)
   Print name: Shancy Lusk

   Signature: Kade S. Lusk (Signature of new owner/claimant) | (Title, if applicable) | 13 FEB 23 (Date)
   Print name: Kade S. Lusk

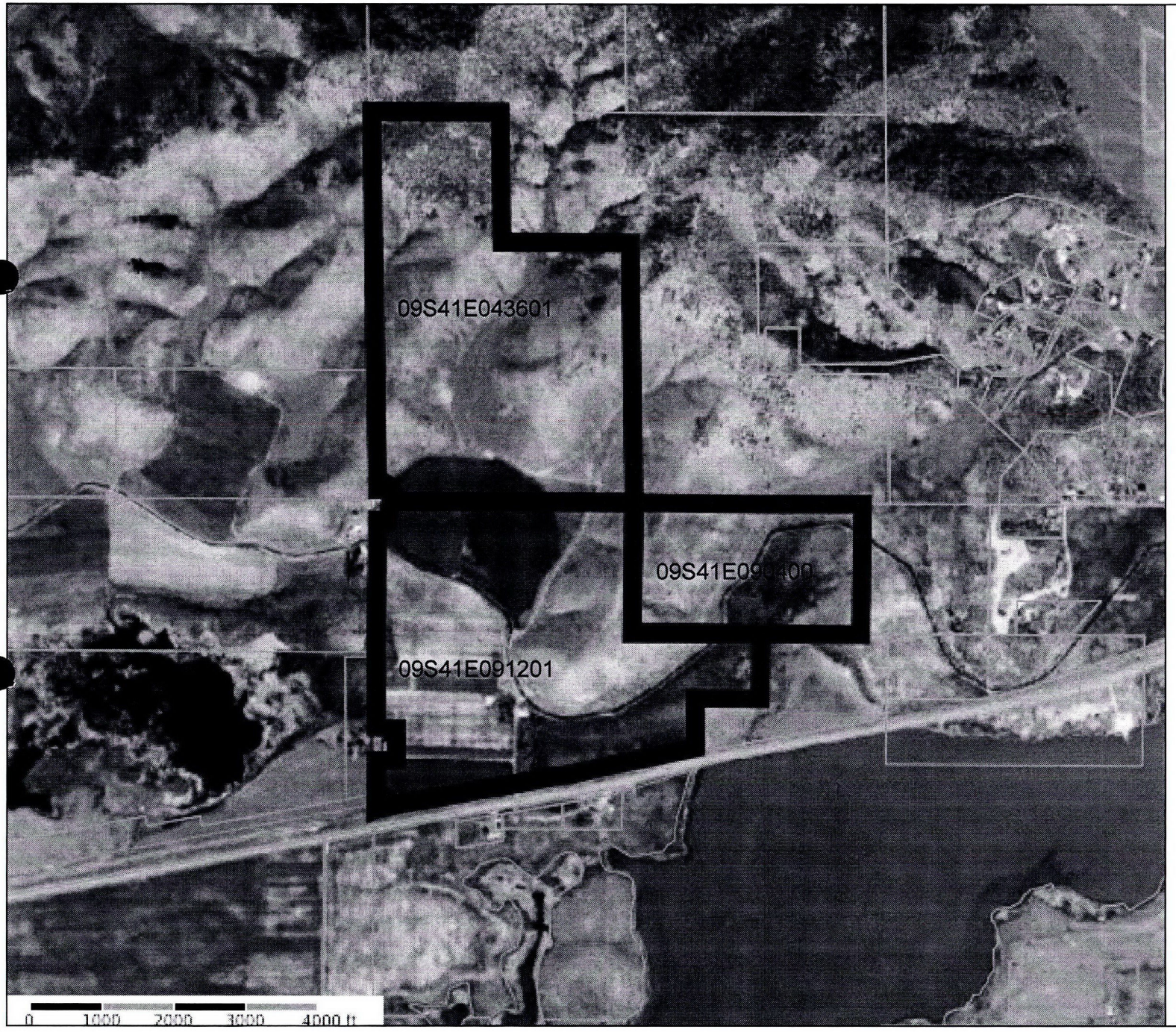
For IDWR Office Use Only:

Receipted by JB Date 2/22/2023 Receipt No. E048919 Receipt Amt. $25.-

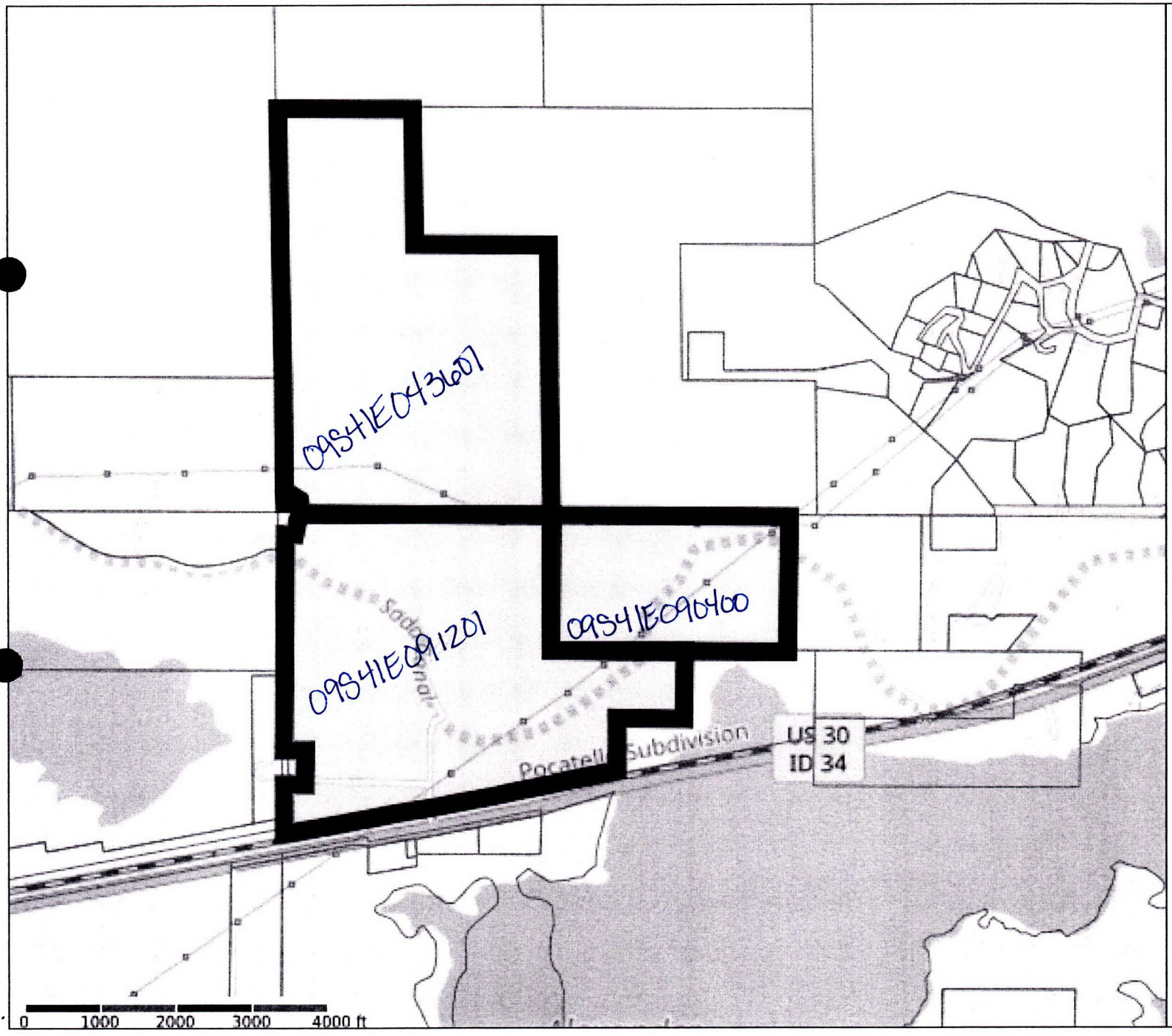
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB SCANNED Date 2/22/2023

FEB 27 2023



Printed on 12 / 6 / 2022
© Caribou County, Idaho



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Printed on 2 / 14 / 2023
© Caribou County, Idaho

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
241 S Main Street Suite 1
Soda Springs, ID 83276

Instrument # 210863
CARIBOU COUNTY, IDAHO
02-14-2023 13:31:40 No. of Pages: 4
Recorded for: FLYING S TITLE AND ESCROW - SODA SPRINGS
Denise Horsley Fee: $15.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1072275SOD (ku)** Date: **February 07, 2023**

For Value Received, **Patrick A Lozier, an unmarried man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Shancy Lusk and Kade Stephen Lusk, wife and husband**, hereinafter called the Grantee, whose current address is **1657 Reed Lane, Soda Springs, ID 83276**, the following described premises, situated in **Caribou** County, **Idaho,** to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

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FEB 27 2023

Patrick A Lozier

STATE OF Idaho)
ss.
COUNTY OF Caribou)

On this **Thirteenth day of February, 2023**, before me, a Notary Public in and for said State, personally appeared **Patrick A Lozier**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

KRISTIE KAE URBAN
Notary Public - State of Idaho
Commission Number 20181826
My Commission Expires 09-21-2024

Notary Public for the State of Idaho
Residing at: Soda Springs, Idaho
My Commission Expires: 09-21-2024

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EXHIBIT A

Tract I:

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

Section 4: SW¼NW¼, SW¼.

EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;
Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

Section 9: NW¼, N½SW¼NE¼, SW¼SW¼NE¼ and that part of the N½SW¼ lying North of the Oregon Short Line Railroad right of way.

EXCEPT THEREFROM, a tract of land in the SW¼NW¼ of Section 9, described as follows:

Beginning at a point 74.9 feet North and 53 feet East of the West Quarter Corner of Section 9, and running
Thence North 0°31' East 241.1 feet;
Thence South 89°29' East 150 feet;
Thence South 0°31' West 297.3 feet;
Thence North 89°29' West 113.4 feet;
Thence North 32°35' West 67.1 feet, more or less,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;

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Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

Tract II:

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

Section 9: N½NE¼, EXCEPT THEREFROM, the East 290 feet thereof.

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Form 42-248(9) 3/22

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Department of Water Resources
Eastern Region

STATE 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.
11-2103 CA			

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

   UNITED STATES OF AMERICA, ACTING THROUGH THE
   FARM SERVICE AGENCY

   Phone 208-852-0562

   Email keaton.smart@usda.gov

4. Name of Water Right Owner/Claimant(s) SHANCY LUSK AND KADE STEPHEN LUSK

5. Expiration Date of Notification Period

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

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

   Title, if applicable FARM LOAN MANAGER

For Office Use Only

Receipted by JB Date 2/22/2023 Receipt No. E048920 Fee $25.-

Processed by AJ Date WR JB Date 2/27/2023

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FEB 27 2023

Instrument # 210865
CARIBOU COUNTY, IDAHO
02-14-2023 13:31:40 No. of Pages: 9
Recorded for: FLYING S TITLE AND ESCROW - SODA SPRINGS
Denise Horsley Fee: $45.00
Ex-Officio Recorder Deputy
Index to: MORTGAGE

This Mortgage is junior and subordinate to only that mortgage executed by Shancy Lusk and Kade Stephen Lusk, wife and husband, and delivered to Cache Valley Bank, dated February 13, 2023 and recorded as Instrument No. 210864.

THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING

FSA-2029 ID
(05-04-18)

Position 5

Form Approved – OMB No. 0560-0237

(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on February 13, 2023. The mortgagor is SHANCY LUSK And KADE STEPHEN LUSK, Wife and Husband ("Borrower"), whose mailing address is PO Box 74, Arbon, Idaho 83212. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 98 E 800 N, Suite 2, Preston, Idaho 83263.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
February 13, 2023	$600,000.00	2.500%	February 13, 2063

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Idaho, County or Counties of Caribou.

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

Initial SL date 2/13/23

FEB 27 2023

E-RECORDED simplifile

ID: 210865

County: Caribou Co. Idaho

Date: 2.14.2023 Time: 13:31:40

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FSA-2029 ID
(05-04-18)

Position 5

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(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

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Farm Service Agency

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Initial SL date 2/13/23

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income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the rights, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.
8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

Initial _____ date 2/13/23

SCANNED

FEB 27 2023

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetency; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **Assignment of lease and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

29. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all of any part of the property, the Government may pay its share of the purpose price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

FEB 27 2023

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

Shancy Lusk (SEAL)

(SEAL)

Kade Stephen Lusk (SEAL)

(SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO

COUNTY OF Caribou } ss. (Individual)

On this 13th day of February, 2023, before me personally appeared Shancy Lusk and Kade Stephen Lusk, Wife and Husband, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

9.21.2024

NOTARY PUBLIC

Notes: Page 6 of 7, and page 7 of 7apply to entities and will not be recorded for individuals.
Page 7 of 7 contains the privacy act paperwork reduction act and USDA nondiscrimination statements and will not be recorded.

Initial SL date 2/13/23

SCANNED

FEB 27 2023

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Corporation)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, President and _____ Secretary of _____, a _____ corporation, on behalf of the corporation.

My commission expires:

_____

_____

NOTARY PUBLIC

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Partnership)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Partners, on behalf of the _____, a _____ partnership.

My commission expires:

_____

_____

NOTARY PUBLIC

Initial JL date 2/13/23

SCANNED

FEB 27 2023

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Limited Liability Company)

On this _____ day of _____ , in the year of 20 ____ , personally appeared before me, _____ , known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

_____

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 764, 7 CFR Part 765, 7 CFR Part 766, the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to establish the borrower's agreement to the terms and conditions for obtaining the requested FSA Farm Loan Programs benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the requested FSA Farm Loan Programs benefits.*

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Initial BL date 2/13/23

SCANNED

FEB 27 2023

EXHIBIT A
SHANCY LUSK
KADE STEPHEN LUSK

Tract I:

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

Section 4: SW¼NW¼, SW¼.

EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;
Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

Section 9: NW¼, N½SW¼NE¼, SW¼SW¼NE¼ and that part of the N½SW¼ lying North of the Oregon Short Line Railroad right of way.

EXCEPT THEREFROM, a tract of land in the SW¼NW¼ of Section 9, described as follows:

Beginning at a point 74.9 feet North and 53 feet East of the West Quarter Corner of Section 9, and running
Thence North 0°31' East 241.1 feet;
Thence South 89°29' East 150 feet;
Thence South 0°31' West 297.3 feet;
Thence North 89°29' West 113.4 feet;
Thence North 32°35' West 67.1 feet, more or less,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;
Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

INTIAL _____ DATE 2/13/23

SCANNED
FEB 27 2023

EXHIBIT A
SHANCY LUSK
KADE STEPHEN LUSK

Tract II:

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

Section 9: N½NE¼, EXCEPT THEREFROM, the East 290 feet thereof.

TOGETHER WITH:

- 3,262 Square Foot Dwelling
- 60' x 40' metal pole barn Shop with 18' x 60' Lean-To
- 40' x 100' metal arch Quonset Shed
- 27' x 36' wood sided, metal roof Calving Shed
- 50' x 100' Hay Shed

Irrigation Equipment:

Parcel 1 and Parcel 1A -
1 - 5 Tower Reinke Pivot
6 – Wheel-lines
4 – Hand-lines
2 – 50 HP Motors and Pumps
1 – 20 HP Motor and Pump

And all irrigation equipment of every kind and character attached to the properties described above. Including but not limited to, pumps, motors, and mainline. All hand lines, wheel lines, and pivots, together with substitutions, replacements and any irrigation equipment acquired hereafter.

All water and water rights, ditches, and ditch rights used thereon or appurtenant thereto. Including, but not limited to the following:

90 shares in Farmers Land and Irrigation Company of Alexander, Idaho, LTD.
27 inches in Davisville Water Right, (Water Right 11-2103) for 70 acres.

INTIAL _____ DATE 2/13/23

SCANNED
FEB 27 2023

Instrument # 210866
CARIBOU COUNTY, IDAHO
02-14-2023 13:31:40 No. of Pages: 4
Recorded for: FLYING S TITLE AND ESCROW - SODA SPRINGS
Denise Horsley Fee: $19.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT

Form Approved – OMB No. 0560-0237
Expiration Date: 12/31/2025

(See Page 2 for Privacy Act and Public Burden Statements)

FSA-2319
(10-13-22)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

AGREEMENT WITH PRIOR LIENHOLDER

1. **WHEREAS** *(a)* CACHE VALLEY BANK

(Mortgagee) is the holder of a certain *(b)* REAL ESTATE MORTGAGE INSTRUMENT NUMBER 210864
(Security Instrument) recorded in Book No. *(c)* NA Page *(d)* NA ,
of the *(e)* REAL ESTATE Records of *(f)* CARIBOU
County; *(g)* .

2. **WHEREAS** SHANCY LUSK AND KADE STEPHEN LUSK

(Mortgagor) is the owner of certain real estate described in the above listed security instrument; and

3. **WHEREAS**, Mortgagor has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (Government), for a loan to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or the benefit of Mortgagee;

4. **THEREFORE**, in consideration of the making of the loan by the Government, Mortgagee, for Mortgagee's self, heirs, executors, administrators, successors, and assigns does hereby agree:

(a) That, if not required under State law, foreclosure proceedings will not begin unless the Government is provided prior written notice by certified mail not later than the date the notice to cure is provided to the borrower. This notice will be sent to the following address:

FRANKLIN COUNTY FSA OFFICE
98 EAST 800 NORTH, SUITE 2
PRESTON, ID 83263

(b) That the Government may, at its option cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee, or pay the obligation in full and the Mortgagee will assign the lien to the Government subject to any provisions for borrower rights incorporated therein or otherwise applicable to the Mortgagor as stated in statute or regulation.

(c) That to the extent the Security Instrument secures future advances, which have priority over the Government's security instrument, no advances for purposes other than taxes, insurance or payment on other prior liens will be made under any future advance feature of the Mortgagee's Security Instrument without the written consent of the Government. Nothing in this Agreement shall be construed to prevent the Mortgagee from readvancing within an existing line of credit up to the existing maximum principal borrowing limit; and

SCANNED
FEB 27 2023

E-RECORDED simplifile

ID: 210866

County: Caribou Co., Idaho

Date: 2-14-2023 Time: 13:31:40

Form Approved – OMB No. 0560-0237
Expiration Date: 12/31/2025
(See Page 2 for Privacy Act and Public Burden Statements)

FSA-2319
(10-13-22)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

AGREEMENT WITH PRIOR LIENHOLDER

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(Mortgagee) is the holder of a certain *(b)* REAL ESTATE MORTGAGE INSTRUMENT NUMBER 210864
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3. **WHEREAS**, Mortgagor has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (Government), for a loan to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or the benefit of Mortgagee;

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PRESTON, ID 83263

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(c) That to the extent the Security Instrument secures future advances, which have priority over the Government's security instrument, no advances for purposes other than taxes, insurance or payment on other prior liens will be made under any future advance feature of the Mortgagee's Security Instrument without the written consent of the Government. Nothing in this Agreement shall be construed to prevent the Mortgagee from readvancing within an existing line of credit up to the existing maximum principal borrowing limit; and

SCANNED
FEB 27 2023

(d) That this agreement includes consent to the Government for making loans and taking the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage without the Mortgagee's consent.

5. **IN WITNESS WHEREOF,** Mortgagee has executed this Agreement by signing on the *(a)* 13th day of *(b)* February, *(c)* 2023.

BY *(d)* [signature]

TITLE *(e)* Credit Analyst

6. ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Caribou

ON THIS 13 **DAY OF** Feb. **, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, THE UNDERSIGNED, PERSONALLY APPEARED** Justin Dewitzel **, KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE SIGNED AND DELIVERED THE INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES SET FORTH.**

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC IN AND FOR STATE OF Idaho [signature]

RESIDING AT Soda Springs, ID

MY COMMISSION EXPIRES 9-21-2024

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

SCANNED
FEB 27 2023

Date: **February 13, 2023**

File No.: **1072275SOD (ku)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

Tract I:

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

Section 4: SW¼NW¼, SW¼.

EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;
Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

Section 9: NW¼, N½SW¼NE¼, SW¼SW¼NE¼ and that part of the N½SW¼ lying North of the Oregon Short Line Railroad right of way.

EXCEPT THEREFROM, a tract of land in the SW¼NW¼ of Section 9, described as follows:

Beginning at a point 74.9 feet North and 53 feet East of the West Quarter Corner of Section 9, and running
Thence North 0°31' East 241.1 feet;
Thence South 89°29' East 150 feet;
Thence South 0°31' West 297.3 feet;
Thence North 89°29' West 113.4 feet;
Thence North 32°35' West 67.1 feet, more or less,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, a tract of land in the SW¼SW¼ of Section 4, SE¼SE¼ of

SCANNED

FEB 27 2023

Section 5, NE¼NE¼ of Section 8 and NW¼NW¼ of Section 9, described as follows:

Beginning at a point 22 feet North of the Southeast corner of Section 4, and running
Thence North along the Section line 206.5 feet;
Thence South 58°43' East 161.8 feet;
Thence South 14°39' East 61.9 feet;
Thence South 10°39'30" West 291.7 feet;
Thence North 88°48' West 100 feet to the West line of Section 9;
Thence North along said Section line 72 feet;
Thence West 50 feet;
Thence North 150 feet;
Thence East 50 feet,
to the Point of Beginning.

Tract II:

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

Section 9: N½NE¼, EXCEPT THEREFROM, the East 290 feet thereof.

SCANNED

FEB 27 2023

Ireland Bank
THERE IS A DIFFERENCE™

updated JB 3/6/2023

RECEIVED

MAR 06 2023

Department of Water Resources
Eastern Region

March 2, 2023

IDAHO DEPARTMENT OF WATER RESOURCES
EASTERN REGIONAL OFFICE
900 N SKYLINE DRIVE, STE A
IDAHO FALLS, ID 83402-1718

RE: Release of Security Interest for Water Right No: 11-2103

Dear IDWR:

This letter is to notify you that we no longer have a security interest in the following water right number:11-2103. The loan has been paid in full as agreed.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Laura K Woodard

Loan Administration Specialist
enc

SCANNED

MAR 07 2023

Member FDIC

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

February 27, 2023

KADE LUSK
SHANCY LUSK
1657 REED LN
SODA SPRINGS ID 83276-5434

Re: Change in Ownership for Water Right No(s): 11-2103

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records 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 Change in Water Right Ownership, 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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: IRELAND BANK
USDA FARM SERVICE AGENCY
WATER DISTRICT 11

SCANNED
FEB 27 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

February 27, 2023

USDA FARM SERVICE AGENCY
98 E 800 N STE 2
PRESTON ID 83263-5538

RE: Notice of Security Interest for Water Right/Permit No(s): 11-2103

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: KADE LUSK
SHANCY LUSK
IRELAND BANK

SCANNED
FEB 27 2023

IDAHO DEPARTMENT OF WATER RESOURCES 6/24/2019

Proof Report

Water Right 11-2103

Owner Type	Name and Address
Current Owner	PATRICK LOZIER 1657 REED LN SODA SPRINGS, ID 83276-5434 (208) 604-1488
Security Interest	IRELAND BANK 486 YELLOWSTONE AVE POCATELLO, ID 83201-4532 (208) 478-2480

Priority Date: 2/20/1952
Basis: License
Status: Active

Source	Tributary
WASTE WATER	BEAR RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	/	/	0.140 CFS	
	Total Diversion		0.140 CFS	

Source and Point(s) of Diversion

WASTE WATER	SENW	Sec. 9, Twp 09S, Rge 41E,	CARIBOU County

Place Of Use

IRRIGATION within CARIBOU County

T09S R41E S9	SWNW	40.0
T09S R41E S9	SENW	30.0
	POU Total Acres:	70.0

SCANNED
MAR 07 2023