Form 42-248(9) 3/22

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AUG 29 2023
DEPARTMENT OF WATER RESOURCES

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.

DE

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
13-8022	13-7192		

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

   Cache Valley Bank
   101 N. Main Street
   Logan, UT 84321

   Phone 435-753-3020
   Email dcole@cachevalleybank.com

4. Name of Water Right Owner/Claimant(s) Ryan Glen Merrill and Michelle Noreen Merrill

5. Expiration Date of Notification Period 02-15-2048

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

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

   Title, if applicable Senior Vice President

SUPPORT DATA
IN FILE # 13-7192

For Office Use Only

Receipted by KM Date 8.29.23 Receipt No. C116972 Fee $ 50.00

Processed by AJ Date WR Date 10-3-23

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294694
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Recorded at the request of
Northern Title Company - Preston
06 20 2023 01:28 PM Fee: $45.00
CAMILLE LARSEN, RECORDER
By C. Carter Deputy
FRANKLIN COUNTY IDAHO

WHEN RECORDED MAIL TO:
Cache Valley Bank
Logan North Branch
1710 North Main
North Logan, UT 84341

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NTF - 123830

MORTGAGE

THIS MORTGAGE dated June 9, 2023, is made and executed between RYAN GLEN MERRILL and MICHELLE NOREEN MERRILL, HUSBAND AND WIFE AS JOINT TENANTS (referred to below as "Grantor") and Cache Valley Bank, whose address is 1710 North Main, North Logan, UT 84341 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in FRANKLIN County, State of Idaho:**

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
Section 23: The Southeast Quarter of the Southeast Quarter
Section 24: The Southwest Quarter of the Southwest Quarter

Also; Commencing at the Northeast corner of Section 26 which is the point of beginning, and running thence Wes 80 rods, thence South 120 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning.

Also; Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25)

Also including Idaho Water Rights #13-8022 and #13-7192

The Real Property or its address is commonly known as BARE LAND, WESTON, ID 83286. The Real Property tax identification number is RP02415.00; RP02410.00; RP02414.00; RP024313.00; RP02392.00; RP02401.00.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations or repose, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable or extinguished, AND GRANTOR EXPRESSLY WAIVES ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS OR REPOSE, INCLUDING BUT NOT LIMITED TO IDAHO CODE § 45-1512, ANY BENEFITS OF WHICH ARE HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVED.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

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

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

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or

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any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or

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any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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OCT 03 2023

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cache County, State of Utah.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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OCT 03 2023

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means RYAN GLEN MERRILL and MICHELLE NOREEN MERRILL and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means RYAN GLEN MERRILL and MICHELLE NOREEN MERRILL.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Cache Valley Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated June 9, 2023, **in the original principal amount of $935,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

SCANNED
OCT 03 2023

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

GRANTOR:

x Ryan Glen Merrill
RYAN GLEN MERRILL

x Michelle Noreen Merrill
MICHELLE NOREEN MERRILL

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Cache)

This record was acknowledged before me on June 9, 2023 by RYAN GLEN MERRILL and MICHELLE NOREEN MERRILL.

LINDY SUE BOND
Notary Public State of Utah
My Commission Expires on:
November 22, 2025
Comm. Number: 721615

Lindy Sue Bond
Notary Public in and for the State of Utah

My commission expires 11-22-25

LaserPro, Ver. 22.4.0.056 Copr. Finastra USA Corporation 1997, 2023. All Rights Reserved. - ID/UT L:\CFI\LPL\G03.FC TR-52053 PR-35

SCANNED
OCT 03 2023

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED

AUG 28 2023

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?
13-8022 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
13-7192 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: 13-8022 - Alfred Atkinson and Marium Costley; 13-7192 Dennie J & Kathleen W. Barson Family Trust
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ryan Glen Merrill & Michelle Noreen Merrill
   New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

   3402 W. 3000 N. (Mailing address) | Benson (City) | UT (State) | 84335 (Zip)

   435-757-6811 (Telephone) | merrillmasonry1@yahoo.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: 6/20/2023.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - o 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):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 13-7192

   - ☐ 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: Ryan Merrill (Signature of new owner/claimant) | (Title, if applicable) | 7/18/2023 (Date)

   (Print name)

   Signature: Michelle Merrill (Signature of new owner/claimant) | (Title, if applicable) | 7/18/2023 (Date)

   Michelle Merrill (Print name)

For IDWR Office Use Only:

Receipted by JB Date 8/28/2023 Receipt No. E049451 Receipt Amt. $50.-

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/JC Processed by CH Date 9/1/23

Need current deed for Utah Property Received 8/29/2023 JC

SCANNED SEP 01 2023

294693
Page 1 of 2
Recorded at the request of
Northern Title Company - Preston
06 20 2023 01:28 PM Fee: $15.00
CAMILLE LARSEN, RECORDER
By C. Carter Deputy
FRANKLIN COUNTY IDAHO

NTF-123830
When Recorded Mail To:
Ryan Glen Merrill
3402 West 3000 North
Benson, UT 84335

WARRANTY DEED

Parker Cattle Company, LLC

Grantor(s) of Preston, County of Franklin, State of Idaho, hereby ***CONVEY AND WARRANT*** to

Ryan Glen Merrill and Michelle Noreen Merrill, Husband and Wife as joint tenants

Grantee(s) of Benson, County of Cache, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

*SEE ATTACHED EXHIBIT "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 9, 2023.

Parker Cattle Company, LLC
By: Jason Parker, Member

State of Utah)
County of Cache)§

On June 15, 2023, personally appeared before me Jason Parker, who, being by me duly sworn, did say that he/she is the Manager/Member of Parker Cattle Company, LLC and that the said instrument was signed on behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.

Notary Public - State of Utah
DAVID B. FREEMAN
Comm. #709521
My Commission Expires
December 18, 2023

Notary Public

SCANNED
SEP 01 2023

EXHIBIT "A"

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
Section 23: The Southeast Quarter of the Southeast Quarter
Section 24: The Southwest Quarter of the Southwest Quarter

Also; Commencing at the Northeast corner of Section 26 which is the point of beginning, and running thence West 80 rods, thence South 120 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning.

Also;
Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25

SCANNED
SEP 01 2023

NT-125187
When Recorded Mail To:
Ryan Glen Merrill
3402 West 3000 North
Smithfield, UT 84335

Ent 1341988 Bk 2393 Pg 0377
Date 20-Jun-2023 02:02PM Fee $40.00
Devron Andersen, Rec. - Filed By LJ
Cache County, UT
For NORTHERN TITLE COMPANY - LOGAN
Electronically Submitted by Simplifile

RESPA
WARRANTY DEED

Parker Cattle Company LLC

Grantor(s) of Twin Falls, County of Twin Falls, State of Idaho, hereby ***CONVEY AND WARRANT*** to

Ryan Merrill and Michelle Merrill, Husband and Wife, As Joint Tenants

Grantee(s) of Smithfield, County of Cache, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Cache County, State of UT:

LOTS 3 AND 4, SECTION 33, TOWNSHIP 15 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 29.54 RODS; THENCE WEST 160 RODS; THENCE NORTH 29.54 RODS; THENCE EAST 160 RODS TO THE PLACE OF BEGINNING.

LESS ANY PROPERTY LYING WITHIN COUNTY ROAD.

(15-051-0021)

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 9, 2023

Parker Cattle Company LLC
By: Jason Parker
Its: Member

State of Utah }
County of Cache }§
On 9th day of June, 2023, personally appeared before me, a Notary Public, **Jason Parker**, who, being by me duly sworn, did say that he is the **Member** of Parker Cattle Company LLC and that said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual(s) acknowledged to me that said Company executed the same.

LINDY SUE BOND
Notary Public State of Utah
My Commission Expires on:
November 22, 2025
Comm. Number: 721615

Notary Public

SCANNED
SEP 01 2023

NTF-89944
Jason J. Parker
2960 Sundance Drive
Twin Falls, ID 83301

276492 1-2

Recorded at the request of Northern Title
Time 3:24 Amount $ 15.00
JAN 02 2019
SHAUNA T. GEDDES, RECORDER
By C. Rasso Deputy
Franklin County, Idaho

WARRANTY DEED

Jason J. Parker and Heidi Parker (spouse)

Grantor(s) of Twin Falls, County of Twin Falls, State of Idaho, hereby ***CONVEY AND WARRANT*** to

Parker Cattle Company, LLC

Grantee(s) of Twin Falls, County of Twin Falls, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

*SEE ATTACHED EXHIBIT "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this ~~November~~ December 26, 2018.

Jason J. Parker

Heidi Parker

State of ~~ID~~ UT)
County of ~~Franklin~~ CACHE)§

On ~~November~~ Dec 26, 2018, before me, a Notary Public in and for said county and state, personally appeared Jason J. Parker, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same.

Notary Public
DAVID B. FREEMAN
Commission #686359
My Commission Expires
December 18, 2019
State of Utah

Notary Public
Resides:

State of ~~ID~~ UT)
County of ~~Franklin~~ CACHE)§

On ~~November~~ Dec 26, 2018, before me, a Notary Public in and for said county and state, personally appeared Heidi Parker, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same.

Notary Public
DAVID B. FREEMAN
Commission #686359
My Commission Expires
December 18, 2019
State of Utah

Notary Public
Resides:

SCANNED
SEP 01 2023

276492 2-2

Exhibit "A"

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
Section 23: The Southeast Quarter of the Southeast Quarter
Section 24: The Southwest Quarter of the Southwest Quarter

Also; Commencing at the Northeast corner of Section 26 which is the point of beginning, and running thence West 80 rods, thence South 120 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning.

Also;
Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25

SCANNED
SEP 01 2023

Recorded at the request of
Northern Title Company
09 28 2018 03:52 PM
SHAUNA GEDDES, RECORDER
By C. Carter Deputy
FRANKLIN COUNTY IDAHO

NTF-89276
Jason J. Parker
2960 Sundance Dr
Twin Falls, ID 83301

WARRANTY DEED

Ryan Merrill and Michelle Merrill, husband and wife

Grantor(s) of Benson, County of Cache, State of Utah, hereby ***CONVEY AND WARRANT*** to

Jason J. Parker

Grantee(s) of Twin Falls, County of Twin Falls, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this September 27, 2018.

Ryan Merrill

Michelle Merrill

State of Utah)
County of Cache)§

On September 27, 2018 before me, a Notary Public in and for said county and state, personally appeared Ryan Merrill and Michelle Merrill, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same.

Notary Public
Resides: Smithfield Utah
Commission expires: March 8, 2020

Notary Public
DARRELL G. SIMMONS
Commission #687855
My Commission Expires
March 8, 2020
State of Utah

SCANNED
SEP 01 2023

Exhibit "A"

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
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Also;
Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25

SCANNED
SEP 01 2023

Recorded at the request of
Northern Title Company
09 28 2018 03:50 PM
SHAUNA GEDDES, RECORDER
By C. Carter Deputy
FRANKLIN COUNTY IDAHO

NTF-87173
Ryan Merrill
3402 North 2200 West
Benson, UT 84335

WARRANTY DEED

Dennie J. Barson and Kathleen W. Barson Trustees of the Dennie J. and Kathleen W. Barson Family Trust, dated the 24th day of June 1996

Grantor(s) of Hyde Park, County of Cache, State of Utah, hereby ***CONVEY AND WARRANT*** to

Ryan Merrill and Michelle Merrill, husband and wife

Grantee(s) of Benson, County of Cache, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this September 28, 2018.

Dennie J. Barson, Trustee

Kathleen W. Barson, Trustee

State of Utah)
County of Cache)§

On September 28, 2018 before me, a Notary Public in and for said county and state, personally appeared Dennie J. Barson and Kathleen W. Barson Trustees of the Dennie J. and Kathleen W. Barson Family Trust, dated the 24th day of June 1996, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same.

Notary Public
Resides: Smithfield Utah
Commission expires: March 8, 2020

Notary Public
DARRELL G. SIMMONS
Commission #687855
My Commission Expires
March 8, 2020
State of Utah

SCANNED
SEP 01 2023

Exhibit "A"

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
Section 23: The Southeast Quarter of the Southeast Quarter
Section 24: The Southwest Quarter of the Southwest Quarter

Also; Commencing at the Northeast corner of Section 26 which is the point of beginning, and running thence West 80 rods, thence South 120 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning.

Also;
Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25

SCANNED
SEP 01 2023

Recorded at the request of
Northern Title Company
10 15 2018 03:12 PM
SHAUNA GEDDES, RECORDER
By C. Carter Deputy
FRANKLIN COUNTY IDAHO

NTF-87173
Ryan Merrill
3402 North 2200 West
Benson, UT 84335

CORRECTED

WARRANTY DEED

Dennie J. Barson and Kathleen W. Barson Trustees of the Dennie J. and Kathleen W. Barson Family Trust, dated the 24th day of June 1996

Grantor(s) of Hyde Park, County of Cache, State of Utah, hereby ***CONVEY AND WARRANT*** to

Ryan Merrill and Michelle Merrill, husband and wife

Grantee(s) of Benson, County of Cache, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Attached Exhibit "A"

Including all right, title and interest in Water Right #13-7192.

RM

All Mineral, gas and subsurface rights with the property will be owned 51% by the Grantee and 49% by the Grantor.

This document is being re-recorded to include Mineral, gas, and subsurface rights which were not included in a Warranty Deed recorded September 28, 2018 Entry 275597 in Franklin County, Idaho.

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this October 1, 2018.

Dennie J. Barson, Trustee

Kathleen W. Barson, Trustee

State of Utah)
County of Cache)§

On October 1, 2018 before me, a Notary Public in and for said county and state, personally appeared Dennie J. Barson and Kathleen W. Barson Trustees of the Dennie J. and Kathleen W. Barson Family Trust, dated the 24th day of June 1996, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same.

Notary Public
Resides: Smithfield Utah
Commission expires: March 8, 2020

Notary Public
DARRELL G. SIMMONS
Commission #687855
My Commission Expires
March 8, 2020
State of Utah

SCANNED
SEP 01 2023

Exhibit "A"

Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho
Section 23: The Southeast Quarter of the Southeast Quarter
Section 24: The Southwest Quarter of the Southwest Quarter

Also; Commencing at the Northeast corner of Section 26 which is the point of beginning, and running thence West 80 rods, thence South 120 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning.

Also;
Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township 16 South, Range 37 East of the Boise Meridian, Franklin County, Idaho and running thence East 160 rods, thence South 142 rods, more or less, to the Utah State line and running thence West 160 rods thence North 142 rods more or less to the point of beginning. (Description includes Lot 1 in Section 26 and Lot 4 in Section 25

SCANNED
SEP 01 2023

254872

Recorded at the request of
Dennie J. Barson
Time 1:55P

MAY 15 2012

SHAUNA T. GEDDES, RECORDER
BY Jen Poney Deputy
FRANKLIN COUNTY IDAHO

WHEN RECORDED, MAIL TO:
Dennie J. Barson & Kathleen W. Barson, Trustees
THE DENNIE J. AND KATHLEEN W. BARSON FAMILY TRUST
340 North 1100 East
Hyde Park, Cache, Utah 84318

(Space Above for Recorder's Use)

QUIT CLAIM DEED

Dennie J. Barson and Kathleen W. Barson, grantors of Hyde Park, County of Cache, State of Utah, hereby QUIT CLAIM to Dennie J. Barson and Kathleen W. Barson Trustees of THE DENNIE J. AND KATHLEEN W. BARSON FAMILY TRUST, dated the 24th day of June, 1996, grantee of Cache County, Utah, for the sum of Ten and 00/100 ($10.00) DOLLARS and other good and valuable consideration, the following described property:

Commencing at a point 80 rods West and 120 rods South of the Northeast corner of Section 26, Township South 16, Range 37 East of the Boise Meridian and running thence East 160 rods, thence South 142 rods, more or less, to the Utah state line and running thence West 160 rods thence North 142 rods, more or less, to the point of beginning. Description includes Lot 1 in Section 26 and lot 4 in Section 25.

Together with any and all water rights appurtenant thereto or used in connection therewith.

THE GRANTOR(S) AS TRUSTEE(S) AND THE SUCCESSOR TRUSTEE(S) HAVE FULL POWER AND AUTHORITY TO PROTECT, CONSERVE, SELL, LEASE, ENCUMBER, OR OTHERWISE MANAGE AND DISPOSE OF THE PROPERTY DESCRIBED HEREIN.

WITNESS the hand of said grantor, this 24th day of June, 1996.

Dennie J. Barson

Kathleen W. Barson

STATE OF UTAH)
ss.
COUNTY OF CACHE)

On the ~~24th~~ 5th day of ~~June~~ July, 1996, personally appeared before me Dennie J. Barson and Kathleen W. Barson the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

NOTARY PUBLIC
WILLIAM D. WOOD
10 North Main
Smithfield, UT 84335
COMMISSION EXPIRES
SEPT. 20, 1997
STATE OF UTAH

SCANNED
SEP 01 2023

185395

WARRANTY DEED

HELEN E. BARSON, and
DENNIE J. BARSON and KATHLEEN W. BARSON, husband and wife,

grantor of Clarkston, Utah County of Cache
State of Utah, hereby CONVEY and WARRANT to

DENNIE J. BARSON and KATHLEEN W. BARSON, husband and wife as joint tenants with full rights of survivorship.

grantees of 225 South 200 East, Clarkston, Utah
for the sum of Ten dollars and other valuable consideration.
the following described tract of land in Franklin County, State of Idaho.

The Southeast Quarter of the Southeast Quarter of Section 23, the Southwest Quarter of the Southwest Quarter of Section 24, also commencing at the Northeast corner of Section 26 which is the point of beginning and running thence West 80 rods, thence East 160 rods, thence North 120 rods, thence West 80 rods to the point of beginning. All located in township 16 south, Range 37 East of the Boise Meridian.

Together with any and all water rights appurtenant thereto or used in connection therewith.

WITNESS, the hand of said grantors, this 23rd day of March A.D. 19 92

Signed in the presence of

Dennie J. Barson
Helen E. Barson
Kathleen W. Barson

STATE OF UTAH } ss.
County of Cache

On the 23rd day of March A.D. 19 92 personally appeared before me

DENNIE J. BARSON
HELEN E. BARSON
KATHLEEN W. BARSON

the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
TESS RASMUSSON
310 South Main, Suite 308
Salt Lake City, Utah 84101
My Commission Expires
February 20, 1993
STATE OF UTAH

Tess Rasmusson
Notary Public

Commission expires: 2-20-93
Residing in Salt Lake City, Utah

RECORDING DATA
Entry No. Fee $

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

Recorded at the request of
Dennie Barson
10:20 a.m. MAR 30 1992 p.m.
LaRAE E. JOHNSON, RECORDER
By H. Shepherd Deputy
FRANKLIN COUNTY, IDAHO

LAND TITLE COMPANY

SCANNED
SEP 01 2023

REVENUE STAMPS

WARRANTY DEED

For Value Received

PAUL M. CLARK and RANGNA CLARK, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

RUDGAR J. BARSON and HELEN E. BARSON, husband and wife, and DENNIE J. BARSON and KATHLEEN W. BARSON, husband and wife, Clarkton, Idaho

the grantee, the following described premises, in Franklin County Idaho, to wit:

Lot One in Section 26, and Lot 4 in Section 25, Township 16 South, Range 37, East of the Boise Meridian; ALSO, commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26 Township 16 South Range 37, East of the Boise Meridian, and running thence North 51 rods, thence East 160 rods, thence South 51 rods, thence West 160 rods, to the place of beginning, Franklin County, Idaho.

Together with the tenements, hereditaments and appurtenances including all water or water rights appurtenant thereto.

Lots 3 and 4, Section 33, Township 15 North, Range 2 West of the Salt Lake Base and Meridian. Also, beginning at the Northeast Corner of the Southwest Quarter of said Section 33, Township 15 North, Range 2 West of the Salt Lake Base and Meridian; thence South 86.16 rods, thence West 160 rods; thence North 86.16 rods, thence East 160 rods to the place of beginning, Cache County, Utah.

Together with the tenements, hereditaments and appurtenances, including all water or water rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 15th, 1974

Paul M Clark

Rangna Clark

STATE OF IDAHO, COUNTY OF FRANKLIN

On this 15th day of Nov., 1974, before me, a notary public in and for said State, personally appeared

PAUL M. CLARK and RANGNA CLARK, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Michael D. Kunz

Notary Public

Residing at Preston, Idaho

Comm. Expires 4-1-76

136225

Recorded at the request of

E D Erickson

.....a.m. NOV 21 1974 4:15 p.m.

RECORDED ✓

INDEXED ✓

MICHAEL D. KUNZ, RECORDER

By Marilyn Swainston Deputy

FRANKLIN COUNTY, IDAHO

Furnished by the GUARDIAN TITLE CO.

SCANNED

SEP 01 2023

133394

Recorded at the request of
Rudger J. Barson
11:45 a.m. AUG 16 1973 p.m.
MICHAEL D. KUNZ, RECORDER
by La Rae L. Sorensen Deputy
FRANKLIN COUNTY, IDAHO
1.00 fee

NOTICE OF CONTRACT

NOTICE is hereby given that by Uniform Real Estate Contract dated November 4, 1963, CHARLES H. PEARCE and LORRAINE C. PEARCE agreed to sell, and RUDGER J. BARSON and HELEN E. BARSON, husband and wife, and DENNIE J. BARSON and KATHLEEN W. BARSON, husband and wife, agreed to purchase, for the purchase price and upon the terms and conditions therein stated, the following described property situated in Franklin County, Idaho:

The Southeast Quarter of the Southeast Quarter of Section 23, the Southwest Quarter of the Southwest Quarter of Section 24, the West Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 25, the East Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 26, all in Township 16 South, Range 37 East of the Boise Meridian.

EXCEPTING therefrom a tract of land described as follows: Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 26, Township 16 South, Range 37 East of the Boise Meridian, and running thence North 51 rods; thence East 160 rods; thence South 51 rods; thence West 160 rods to the place of beginning.

Together with any and all water rights appurtenant thereto or used in connection therewith.

DATED this 16th day of August, 1973.

Rudger J. Barson
Rudger J. Barson

Helen E. Barson
Helen E. Barson

Dennie J. Barson
Dennie J. Barson

Kathleen W. Barson
Kathleen W. Barson

STATE OF UTAH)
: ss.
County of Cache)

On the 16th day of August, 1973, personally appeared before me RUDGER J. BARSON and HELEN E. BARSON, husband and wife, and DENNIE J. BARSON and KATHLEEN W. BARSON, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

L. Brent Hoggan
NOTARY PUBLIC
Residing at Logan, Ut.
Commission Expires: 6-15-75

OLSON, HOGGAN & SORENSON
ATTORNEYS AT LAW
56 WEST CENTER
LOGAN, UTAH 84321
(801) 752-1551

SCANNED
SEP 01 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

Ben B. Johnson

Notary Public in and for the State of Idaho, residing at Preston, Idaho County therein.

STATE OF IDAHO,
County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of G.L. Wright at 11:30 A. M., March 21, 1949.

Fee $1.20

C. L. Swenson; Ex-Officio Recorder

By [signature] Deputy

---Compared---

Inst. No. 82383

WARRANTY DEED

THIS INDENTURE, made this 22nd day of March in the year of our Lord one thousand nine hundred and Forty Nine, between Charles Henry Pearce and wife, Lorraine C. Pearce, of Clarkston, County of Cache, State of Utah, the parties of the first part, and Paul M. Clark and his wife Rangna Clark, joint tenants by entirety with full rights vested in the survivor and not as tenants in common. of Clarkston, County of Cache, State of Utah, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, to them in hand paid by the said parties of the second part, the reciept whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following desrribed real estate, situated in the County of Franklin, State of Idaho, to-wit:

Lot 1 Section 26, and lot 4 Section 25, Township 16 South, Range 37 East of the Boise Meridian.

Also commencing at the Southwest corner of the Northeast quarter of the Southeast quarter of Section 26 Township 16 South, Range 37 East of the Boise Meridian and running thence North 51 rods; thence East 160 rods thence South 51 rods; thence West 160 rods to the place of beginning containing 78.26 acres.

The full purchase price of the above described land is the assuming and paying of $3500.00 on one certain mortgage held by the Cache Valley Banking Company of Logan, Utah, said mortgage recorded in Book 47 of Mortgages at page 401, of the Records of Franklin County, Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their

SCANNED
SEP 01 2023

hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Charles Henry Pearce (SEAL)

Lorraine C. Pearce (SEAL)

STATE OF IDAHO,

County of Franklin--ss.

On this 22nd day of March in the year 1949, before me J. N. Larsen, a Notary Public in and for said State, personally appeared Charles Henry Pearce and wife Lorraine C. Pearce, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

J. N. Larsen

(Seal)

Notary Public, Residing at Preston, Idaho.

STATE OF IDAHO
County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of Paul M. Clark at 3:20 P. M., March 22, 1949.

C. L. Swenson; Ex-Officio Recorder

Fee $1.20

By [signature] Deputy

---Compared---

Inst. No. 82384

WARRANTY DEED

THIS INDENTURE, made this 22nd day of March in the year of our Lord one thousand nine hundred and Forty-nine, between Wm. Hawkes Jr. and his wife Anna R. Hawkes, of Preston County of Franklin, State of Idaho, the parties of the first part, and Rawson or Elva Taylor, of Preston County of Franklin, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of $1.00 and other valuable consideration lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following desrribed real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point 1 rod west of the Southeast corner of the Southwest quarter of Section 22, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 20 rods; thence West 19-2/3 rods; thence South 20 rods; thence East 19-2/3 rods to the place of beginning.

($1.10 U. S. I. R. Stamps affixed and duly cancelled.)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

SCANNED

SEP 01 2023

Inst. No. 76801 WARRANTY DEED

THIS INDENTURE, Made this 15th day of October in the year of our Lord one thousand nine hundred and forty-six, between Wallace Ricks and wife Annie D. Ricks of RFD #1 Smithfield, County of Cache, State of Utah, the parties of the first part, and Charles Henry Pearce and wife Lorraine C. Pearce as joint tenants and not tenants in common with right of survivorship of Clarkston, County of Cache, State of Utah, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twelve thousand one hundred fifty-four and 20/100 DOLLARS, lawful money of the United States of America, to in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in County of Franklin, State of Idaho, to-wit:

The Southeast quarter of the Southeast quarter, of Section 23, the Southwest quarter of the Southwest quarter of Section 24; the West half of the Northwest quarter, the Northwest quarter of the Southwest quarter, [illegible] and the lot #4, of Section 25, And the East half of the Northeast quarter, the Northeast quarter of the Southeast quarter and the lot #1, of Section 26; Township 16 South, Range 37 East of the Boise Meridian, in Idaho, containing 347 acres, and 42/100 of an acre.

Together with all water and water rights appertaining thereto.

($13.75 U. S. I. R. Stamps Affixed and Duly Cancelled.)

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF Wallace Ricks (Seal)

Leon Fonnesbeck Annie D. Ricks (Seal)

STATE OF UTAH
ss.
County of Cache

On this 15th day of October in the year 1946, before me Flora Rigby, a Notary Public in and for said State, personally appeared Wallace Ricks and wife Annie D. Ricks known to me to be the persons whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

Flora Rigby
Notary Public for the State of
Residing at Logan, Utah

SCANNED
SEP 01 2023

STATE OF IDAHO,
SS.
COUNTY OF FRANKLIN.

I hereby certify that this instrument was filed for record at the request of J. N. Larsen at 10:40 A. M. , October 17, 1946.

C. L. Swenson; Ex-Officio Recorder

Fee $1.20 By Laura Talmage Deputy

Compared

Inst. No. 76806 WARRANTY DEED

THIS INDENTURE, made this 14th day of March in the year of our Lord one thousand nine hundred and Forty-five between Priscilla M. VanOrden, a widow of Lewiston County of Cache State of Utah the party of the first part, and Willard LeRoy VanOrden of Bancroft County of Pannock State of Idaho the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and natural Love and Affection lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho to-wit:

Commencing at a point 4 rods South of the Southwest corner of the Northeast quarter of the Northwest quarter of Section 25, Township 16 South, Range 39 East of the Boise Meridian and running thence South 44 rods; thence East 80 rods; thence North 44 rods; thence West 80 rods to the place of beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, And the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the scond part, his heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED IN PRESENCE OF Priscilla M. Van Orden (Seal)

Langton Barber

STATE OF UTAH

County of Cache -- ss.

On this 14th day of March in the year 1945, before me Langton G. Barber, a Notary Public in and for said State, personally appeared Priscilla M. VanOrden, a widow known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

Residence, Lewiston, Utah
My Commission Expires 3/22/48

Langton Barber
Notary Public, Residing at Preston, Idaho

SCANNED
SEP 01 2023

said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of — Thomas C. Palmer (Seal)

P. M. Condie — Alta M. Palmer (Seal)

STATE OF IDAHO,
County of Franklin. SS.

On this first day of December in the year 1944, before me, P. M. Condie a notary public in and for said State, personally appeared Thomas C. Palmer and his wife, Alta M. Palmer, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) P. M. Condie, Notary Public.
Residence, Preston, Idaho.

STATE OF IDAHO,
County of Franklin. SS.

I hereby certify that this instrument was filed for record at the request of First National Bank of Logan at 1:30 P. M. on April 16, 1945.

C. L. Swenson, Ex-Officio Recorder

Fees: $1.20 By Jeanette B. Olsen Deputy

Compared
o o oooooo o o

Inst. No. 72480

SPECIAL WARRANTY DEED

For the sum of One Dollar and other valuable consideration, BENEFICIAL LIFE INSURANCE COMPANY, a Utah corporation, has bargained and sold and hereby conveys unto Wallace Ricks of Smithfield, Utah the following described property situate in the County of Franklin, State of Idaho, to-wit:

The Southeast quarter of the Southeast quarter of Section 23; the Southwest quarter of the Southwest quarter of Section 24; the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; and the Lot numbered 4 of Section 25; the East half of the Northeast quarter; the Northeast quarter of the Southeast quarter and Lot numbered 1 of Section 26, all in Township 16 South, Range 37 East Boise Meridian. (Proof Read)

Together with all water rights thereunto appurtenant.

($5.50 U. S. I. R. Stamps Affixed and Duly Cancelled)

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns forever. And the said Grantor for itself, its successors and assigns, does hereby covenant and agree to and with the said Grantee, his heirs, executors, administrators and assigns, that it has not done or committed any act or thing whereby the said premises now are or at any time hereafter shall be impeached, charged or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the 3rd day of April, A. D. 1945.

(CORP SEAL) BENEFICIAL LIFE INSURANCE COMPANY

Attest: By Geo. J. Cannon, Vice-President

Eugene P. Watkins, Secretary

76801

SCANNED
SEP 01 2023

STATE OF UTAH,
SS.
County of Salt Lake.

On this 3rd day of April, in the year of 1945, before me, Max E. Jenson, a Notary Public, personally appeared Geo. J. Cannon, known to me to be the Vice President of the Corporation that executed the foregoing instrument, and acknowledged to me that such Corporation executed the same.

(SEAL)

My commission expires: 8-10-48
Approved MEJ

Max E. Jenson, Notary Public
Residing at Salt Lake City, Utah.

STATE OF IDAHO,
SS.
County of Franklin.

I hereby certify that this instrument was filed for record at the request of J. N. Larsen at 1:30 P. M. on April 16, 1945.

C. L. Swenson, Ex-Officio Recorder

Fees: $1.00

By Jeanette S. Bruny Deputy

Compared

o o oooooo o o

Inst. No. 72484

WARRANTY DEED

THIS INDENTURE, Made this 29th day of July in the year of our Lord one thousand nine hundred and Thirty nine between Hans C. Nelson and his wife Annie Nelson of Preston, County of Franklin, State of Idaho, the parties of the first part, and Zan M. Beckstead and his wife, Kathryn P. Beckstead, of Preston, County of Franklin, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Six hundred fifty ($650.00) lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Preston, County of Franklin, State of Idaho, towwit:

Commencing at a point seven hundred nine and one half (709½) feet North, and two thousand sixty eight and one half (2068½) feet West from the Southeast corner of Section twenty-two (22), Township fifteen (15) South, Range thirty-nine (39) East Boise Meridain, and running thence West fifty (50) feet; thence South one hundred seventy three and one half (173½) feet; thence East fifty (50) feet; thence North one hundred seventy three and one half (173½) feet to the place of beginning.

($1.10 U. S. I. R. Stamps Affixed and Duly Cancelled)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands

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SEP 01 2023

S. J. Handy
Notary Public in and for the State of Idaho. Residing at Franklin, Idaho.

(SEAL)

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of Franklin County, at 2-45 P.M. January 17th,1931.

Fees None

John A. Reed
Ex-Officio Recorder.

Compared

* * * * * * * * * *

INST. NO. 36216 **SHERIFF'S DEED ON FORECLOSURE**

THIS DEED made the 29th day of December, 1930, by W. D. Head, Sheriff of the County of Franklin, State of Idaho, the grantor, to The Beneficial Life Insurance Company, a corporation, grantee, WITNESSETH:

THAT WHEREAS, in and by a judgment and decree made on the 21st day of September, 1929, in and by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Franklin, in a suit then pending in said court, wherein THE BENEFICIAL LIFE INSURANCE COMPANY, a corporation, was plaintiff, and ALFRED J. ATKINSON, KATIE ATKINSON, his wife, and MARIUM H. COSTLEY were defendants, it was among other things ordered, adjudged and decreed that the mortgaged premises described in the complaint and decree in said action be sold at public auction, by the sheriff of said county, in the manner directed by law, a certified copy of which decree, with an order of sale thereon, was duly issued and delivered to said Sheriff, requiring him to make sale of said premises as therein directed:

AND WHEREAS, in obedience to said decree and order of sale, and after due public notice given as required by law, the said sheriff did, on the 27th day of December, 1929, at ten o'clock A.M. of said day, at public auction, duly sell, in front of the County Court House, in the Greaves Building, in Preston, Franklin County, State of Idaho, the premises in said decree, and hereinafter described:

AND WHEREAS at such sale, the said premises were fairly sold to THE BENEFICIAL LIFE INSURANCE COMPANY, a corporation, the judgment creditor in said action, for the sum of five thousand eighty three hundred and 16/100 ($5083.16) dollars, the said BENEFICIAL LIFE INSURANCE COMPANY being the highest bidder, and that sum the highest bid therefor, which sum was duly paid by the said purchaser to said sheriff, and said sheriff thereupon delivered his certificate of sale to said purchaser, and filed a duplicate thereof in the office of the County Recorder of said County of Franklin, as required by law:

AND WHEREAS, twelve months, or one full calendar year has expired since the date of said sale, and no redemption has been made of the property so sold, by any person:

NOW THEREFORE, in consideration of the premises and of said sum so paid as aforesaid, and in compliance with the statutes of the State of Idaho, said grantor, as Sheriff aforesaid, does hereby grant, bargain, sell and convey to said grantee, its successors and assigns forever, all that real property situated in the County of Franklin, State of Idaho, and described as follows, to wit:

The Southeast quarter of the Southeast quarter of Section 23, Southwest quarter of the Southwest quarter of Section 24; the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter and Lot numbered 4, of Section 25; the East half of the Northeast quarter; the Northeast quarter of the Southeast quarter and the Lot numbered 1, of Section 26; all in Township 16 South, Range 37 East of Boise Meridian, containing 347.42 acres.

SCANNED
SEP 01 2023

Together with all the improvements, privileges and appurtenances and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on said lands or belonging thereto, and the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining;

To have and to hold the above described premises with the appurtenances unto the said grantee, its successors, and assigns forever:

IN WITNESS WHEREOF said grantor, as Sheriff aforesaid, does hereunto set his hand the day and year first above written.

W. D. Head
Sheriff, Franklin County, Idaho.

STATE OF IDAHO
COUNTY OF FRANKLIN--SS

On this 29th day of December, 1930, before me, Eber M. Wilson, a Notary Public in and for the County of Franklin, State of Idaho, personally appeared W. D. Head, personally known to me to be the Sheriff of said County of Franklin, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as the Sheriff of Franklin County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL) Eber M. Wilson
Notary Public, Preston, Idaho.

My commission expires Feb. 9th, 1932.

STATE OF IDAHO
COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of J. N. Larsen Co. at 2-30 P.M. January 19th, 1931.

Fees $1.60

Compared

John A. Hood
Ex-Officio Recorder.

* * * * * * * * * * * *

INST. NO. 36219

THIS INDENTURE, Made this 19th day of January in the year of our Lord one thousand nine hundred and thirty-one, between George D. Kirby, husband of the grantee of Treasureton, County of Franklin, State of Idaho, the party of the first part, and Sarah Jane Kirby, wife of the grantor of Treasureton, County of Franklin, State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One dollar love and affection and other good and valuable considerations of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to her heirs and assigns, all that certain lot, piece, or parcel of land, situate, lying and being in Treasureton, County of Franklin, State of Idaho, bounded and particularly described as follows, to-wit:

Lots One (1) and Two (2) and the South half of the Northeast quarter (S½ NE¼) and the Northeast quarter of the Southeast quarter (NE¼ SE¼) of Section Two (2), Township Thirteen (13) South, Range Thirty-nine (39) East of the Boise Meridian, also Lots Three (3) and Four (4) and the Southwest quarter of the Northwest Quarter (SW¼ NW¼) of Section One (1) Township Thirteen (13) South, Range Thirty-nine (39) East of the Boise Meridian, containing Three hundred twenty (320) acres. This property is deeded to the grantee for her sole and separate use and benefit.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances

SCANNED
SEP 01 2023

and together with all ditch and water rights of every nature, however evidenced, used with said land or belonging to same.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part and their heirs and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

M. S. Golightly (SEAL)
J. W. Golightly (SEAL)
Mabel C. Golightly (SEAL)
Florence Golightly Corbridge (SEAL)
C. F. Cobridge (SEAL)
O. Golightly (SEAL)
Myrtle Golightly (SEAL)

Signed, sealed and delivered in the presence of

- -- -

STATE OF IDAHO
COUNTY OF FRANKLIN--SS

On this 3rd day of January in the year 1919, before me Arthur W. Hart, a notary public in and for said County and State personally appeared M. S. Golightly, widow of Joseph J. Golightly, deceased, Joseph W. Golightly, and wife, Mable C. Golightly, Florence Golightly Corbridge, and husband C. F. Corbridge, Osburn Golightly and wife, Myrtle Golightly the heirs and the only heirs at law of Joseph J. Golightly, deceased, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Arthur W. Hart
Notary Public, Preston, Idaho.

My commission expires June 2nd, 1921 (SEAL)

STATE OF IDAHO
COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of Osburn Golightly, at 2-00 P.M. December 14th, 1923.

Fees. $1.20

John A. Kofoed
Ex-Officio Recorder.

Compared. J.A.K.

* * * * * * * * *

INST. NO. 21183 WARRANTY DEED

THIS INDENTURE, made the thirteenth (13th) day of January, in the year of our Lord one thousand nine hundred and seventeen, between Marium H. Costley, an unmarried woman, of the County of Weber, State of Utah, the party of the first part, and Alfred J. Atkinson, of the County of Cache, State of Utah, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Seven Thousand Four Hundred Seventy Dollars ($7,470.00), lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Franklin and State of Idaho, and bounded and described as follows, to wit:

SCANNED
SEP 01 2023

The southeast quarter of the southeast quarter of Section Twenty-three (23), the southwest quarter of the southwest quarter of Section Twenty-four (24); the west half of the northwest quarter; the northwest quarter of the southwest quarter and the Lot numbered Four (4) of Section Twenty-five (25); the east half of the northeast quarter; the northeast quarter of the southeast quarter and the Lot Numbered One (1) of Section Twenty-six (26); all in Township Sixteen (16) South, of Range Thirty-seven (37) East of Boise Meridian, in the State of Idaho, containing Three Hundred Forty-seven and forty-two hundredths (347.42) acres.

Together with any and all water right belonging and appurtenant thereto, and used thereon from the Creek commonly known as Clarkston Creek, Oneida County, State of Idaho; and

Together with any and all rights of way and appurtenances thereunto belonging, or in any wise appertaining.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said party of the first part and her heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part and her heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in the Presence of — Marium H. Costley

J. A. Homer

Eva C. Erb

STATE OF UTAH

County of Weber--SS

On this Thirteenth (13th) day of January, in the year of 1917, before me Eva C. Erb, a Notary Public in and for said county and state, personally appeared Marium H. Costley, an unmarried woman, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eva C. Erb
Notary Public

My commission expires December 15th,1920. (SEAL)

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of J. M. Larsen Co. at 4-30 P.M. December 14th,1923.

Fees. $1.20

John A. Eldredge
Ex-Officio Recorder.

Compared.
* * * * * * *

INST. NO. 21202 WARRANTY DEED

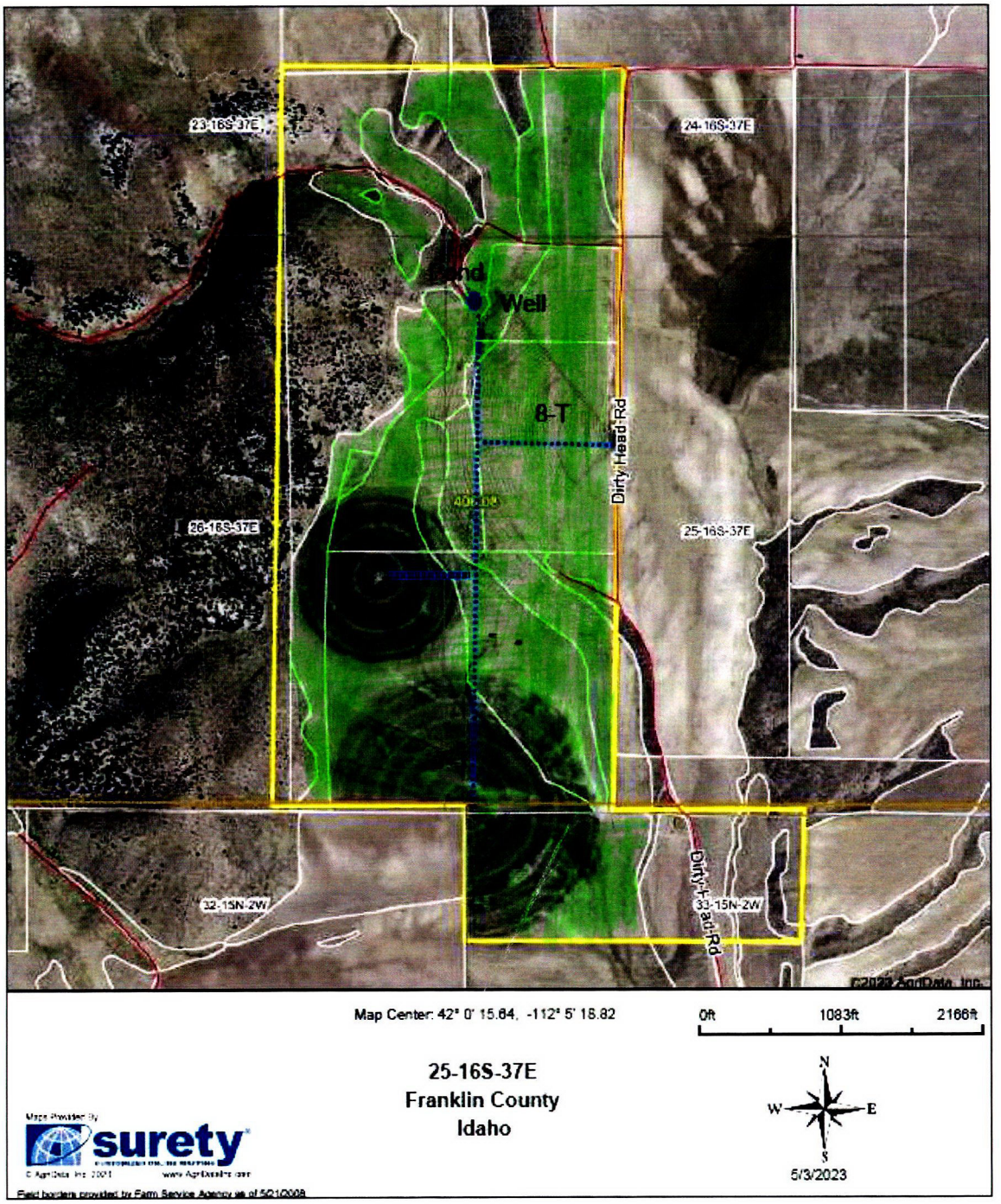
THIS INDENTURE, made the Sixth day of October, in the year of our Lord one thousand nine hundred and twenty between Henry Rose, a Widower, of Weston of the County of Franklin and the State of Idaho, the party of the first part, and Mary Fredrickson of Weston, of the County of Franklin and the State of Idaho, the party of the

SCANNED
SEP 01 2023

Irrigated ground Highlighted

Aerial Map

Aerial Map



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SCANNED
SEP 01 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 03, 2023

CACHE VALLEY BANK
101 N MAIN ST
LOGAN UT 84321-4525

RE: Notice of Security Interest for Water Right/Permit No(s): 13-7192 & 13-8022

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: RYAN GLEN MERRILL
MICHELLE NOREEN MERRILL

SCANNED
OCT 03 2023

CACHE VALLEY BANK

RECEIVED
AUG 29 2023
DEPARTMENT OF
WATER RESOURCES

August 23, 2023

Idaho Department of Water Resources
Attn: Jean Hersley
322 E Front Street, Suite 648
Boise, ID 83702

RE: Security Interest in Water Rights
13-8022 and 13-7192

Dear Jean,

Please find enclosed the required documents and the required fee to add Cache Valley Bank as the Secured Interest Party for the water rights mentioned above.

It is my understanding that in the last couple of days Ryan Glen Merrill and Michell Noreen Merrill recently completed the necessary documents to change ownership and have filed a Notice of Change in Water Right Ownership.

If you have any questions, please feel free to contact me at 435-755-2520 or via email at lparker@cachevalleybank.com.

Thank you,

Lorie Parker
Assistant Relationship Manager

SCANNED
OCT 03 2023

IDAHO DEPARTMENT
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 Mathew Weaver

September 01, 2023

RYAN GLEN MERRILL
MICHELLE NOREEN MERRILL
3402 W 3000 N
BENSON UT 84335-9743

Re: Change in Ownership for Water Right No(s): 13-7192, 13-8022

Dear Water Right Holder:

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) 497-3793.

Sincerely,

Christina Henman
Administrative Asst. I

Enclosure(s)

SCANNED
SEP 01 2023

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700
Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 8, 2019

DENNIE BARSON
340 N 1100 E
HYDE PARK UT 84318

RE: LEASED WATER RIGHT NO(S). 13-7192 RELEASED FROM THE WATER SUPPLY BANK

Dear Lessor:

On January 2, 2019, the Department of Water Resources (Department) received your request to cancel the existing Water Supply Bank (Bank) Lease Contract executed on May 01, 2018 and release water right(s) 13-7192 from the Bank. **At this time the Department acknowledges that the Bank Lease Contract 791 for 64.0 acres of water right(s) 13-7192 has been canceled releasing all of the right(s) from the Bank.**

The five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank.

You can reapply to lease the water right(s) in the future by submitting new application form(s) from the Department's website at www.idwr.idaho.gov along with applicable fees.

If you have questions regarding this matter, please contact me at (208) 287-4936.

Sincerely,

Mary Condon
Water Supply Bank Specialist

C: James Cefalo – Eastern Region Water Resources Program Manager
Jason Parker – New Water Right Owner

SCANNED

Form 42-1761-3
04/14

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
JAN 0 2 2019
Department of Water Resources

WATER SUPPLY BANK
REQUEST TO RELEASE A WATER RIGHT FROM THE BANK

ONE FORM PER WATER RIGHT

All water rights leased into the Water Supply Bank shall remain unused by the water right holder for the duration of the Lease Contract. The water right will not be released from the Water Supply Bank until the conclusion of the Lease Contract unless otherwise authorized by the Idaho Water Resource Board. Water right holders may use this form to petition for early termination of their Water Supply Bank Lease Contract.

Water right holders seeking an early termination of a Lease Contract must demonstrate justifiable need for the release. Water rights under Lease Contract that are eligible for early termination can be released from the Water Supply Bank if the release will not impair administration of the Water Supply Bank. **If a water right is currently rented, it cannot be considered for release until the Rental Agreement concludes.** A water right is not released from the Water Supply Bank until written release confirmation is issued by the Water Supply Bank.

Water Right No: 13-7192 Contract # 791

Name(s) of Lessor(s): Dennie Barson

Mailing Address: 340 N. 1100 E.

City: Hyde Park State: UT Zip: 84318

Telephone No: (435) 563-5697 Email Address:

Lease Contract Expiration Date: 12/31/2022

Requested Release Date: 12-10-2018

Reason for Early Release:

Dennie Barson has sold property to Jason Parker, Twin Falls, ID
New owner will be using water right on original property.
Lessee has agreed to terminate lease agreement and release
water from water supply Bank.

Dennie Barson — Signature of Lessor

Dennie Barson - owner — Printed Name and Title*

12-5-2018 — Date

Signature of Lessor | Printed Name and Title* | Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney.

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

SCANNED

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700
Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 8, 2019

CLINTON ASTON
PO BOX 35
WESTON ID 83286

RE: TERMINATION OF RENTAL AGREEMENT 239 FOR WATER RIGHT NO (S) 13-7192 FROM THE WATER SUPPLY BANK

Dear Renter:

Per your written request received on January 2, 2019 the Department of Water Resources (Department) acknowledges your intent to end your Rental Agreement for rental of water for Water Right(s) 13-7192 effective immediately.

The rental agreement is terminated and no longer in effect. Water Supply Bank records will be closed. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have questions regarding this matter, please contact me at (208) 287-4936.

Sincerely,

Mary Condon
Water Supply Bank Specialist

SCANNED

Form 42-1761-3
04/14

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
JAN 02 2019
Department of Water Resources

WATER SUPPLY BANK
REQUEST TO RELEASE A WATER RIGHT FROM THE BANK

ONE FORM PER WATER RIGHT

All water rights leased into the Water Supply Bank shall remain unused by the water right holder for the duration of the Lease Contract. The water right will not be released from the Water Supply Bank until the conclusion of the Lease Contract unless otherwise authorized by the Idaho Water Resource Board. Water right holders may use this form to petition for early termination of their Water Supply Bank Lease Contract.

Water right holders seeking an early termination of a Lease Contract must demonstrate justifiable need for the release. Water rights under Lease Contract that are eligible for early termination can be released from the Water Supply Bank if the release will not impair administration of the Water Supply Bank. **If a water right is currently rented, it cannot be considered for release until the Rental Agreement concludes.** A water right is not released from the Water Supply Bank until written release confirmation is issued by the Water Supply Bank.

Water Right No: 13-7192 Contract #791

Name(s) of Lessor(s): Leasee Clinton Aston

Mailing Address: P.O. Box 35

City: Weston State: ID Zip: 83286

Telephone No: 208-747-3135 Email Address: squarepeakfarms@gmail.com

Lease Contract Expiration Date: 12/31/2022

Requested Release Date: 12/31/2018

Reason for Early Release:

Leassor Dennie Barson has sold property associated with water right 13-7192, new owner Jason Parker intends to water property for this reason I am releasing rental agreement so that water right 13-7192 can be taken out of water bank.

Signature of Lessee	Printed Name and Title*	Date
	Clinton Aston Leasee	12/24/18
Signature of Lessor	Printed Name and Title*	Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney.

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

SCANNED