

RECEIVED

SEP 26 2022

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

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

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	21-4033 <i>OK</i>			

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

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

The Bank of Commerce

3113 S 25 E

Idaho Falls, ID 83406

Phone 208 552-3146

Email tyson.sheppard@bofc.bank

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

Glen and Kathleen Leavitt

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Tyson Sheppard
Loan Officer**For Office Use Only**Received by *m. pettis* Date *9-26-22* Receipt No. *E048586* Fee *25.00*Processed by AJ Date _____ WR *JB* Date *9/29/2022*

SCANNED

OCT 03 2022

Idaho Department of Water Resources Receipt
Receipt ID: E048586

Payment Amount	\$25.00	Date Received	9/26/2022	Region	EASTERN
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Payment Type	Check	Check Number	4785
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Payer Ban Control Recording Admin Ofc

Comments Notice of Security Interest ina Water Right
The Bank of Commerce
21-4033

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	63140	0229	21		1155



Signature Line (Department Representative)

SCANNED

OCT 03 2022

Instrument No. 596241
19 Day Sep 2022
At 02 O'Clock 53 PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$45.00
EL Deputy
Recorded at Request of
Alliance Title - Idaho Falls Office



619173

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010808778

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on September 9, 2022 between the mortgagor(s) GLENN LEAVITT, HUSBAND, whose address is 350 SHEFFIELD CIRCLE, IDAHO FALLS, Idaho 83404, and KATHLEEN LEAVITT, WIFE, whose address is 350 SHEFFIELD CIRCLE, IDAHO FALLS, Idaho 83404 ("Mortgagor"), and The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender"), which is organized and existing under the laws of the State of Idaho. GOOD HARBOR LLC ("Borrower") owes Lender the principal sum of Four Million Six Hundred Forty-five Thousand and 00/100 Dollars (U.S. \$4,645,000.00), which is evidenced by the promissory note dated September 9, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Thirteen Million and 00/100 Dollars (U.S. \$13,000,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Fremont, State of Idaho:

Address: 2765, 2795, 2780, AND 2810 ICEHOUSE CREEK ROAD, ISLAND PARK, Idaho 83429-0000
Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERTO AND MADE A PART HEREOF
Property Size: 266.01 acres.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other

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Commercial Real Estate Security Instrument - DL4007

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OCT 03 2022

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

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010808778, DATED SEPTEMBER 9, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$4,645,000.00 AND MATURING ON SEPTEMBER 15, 2025

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010808777, DATED SEPTEMBER 9, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$3,000,000.00 AND MATURING ON SEPTEMBER 15, 2025

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010808776, DATED SEPTEMBER 9, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$3,000,000.00 AND MATURING ON SEPTEMBER 15, 2025

A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4010808775, DATED SEPTEMBER 9, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$2,355,000.00 AND MATURING ON SEPTEMBER 15, 2025

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on September 15, 2025.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining

the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may obtain insurance coverage at Grantor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but may or may not protect Grantor, Grantor's equity in the Property, or the contents of the Property against any risk, hazard, or liability. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender in obtaining insurance coverage shall become additional debt of Grantor under this Security Instrument and shall be secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor requesting payment. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lenders harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default,

Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE

GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property, to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to

any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Idaho including all proceedings arising from this Security Instrument.

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

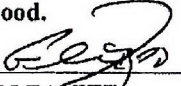
UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

NOTICE

UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF CREDIT IS \$50,000.00 OR MORE.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.



GLENN LEAVITT
Individually

9/14/22

Date



KATHLEEN LEAVITT
Individually

Date

SCANNED

596241
OCT 03 2022 CSI

INDIVIDUAL ACKNOWLEDGMENT

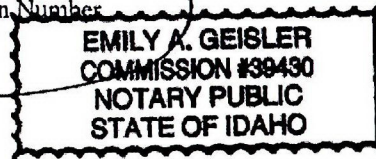
STATE OF IDAHO)
COUNTY OF BONNEVILLE)

On this the 9.14.22 before me, EMILY A. GEISLER, personally appeared GLENN LEAVITT, HUSBAND, and KATHLEEN LEAVITT, WIFE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and my official seal.

My commission expires 01.29.27

Idaho Falls residing at

Identification Number



(Official Seal)

THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

AFTER RECORDING RETURN TO:
The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

SCANNED

OCT 03 2022 596241 CSI

Exhibit 'A'

Tract I:

Parcel 1:

Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 00°02'30" West along the section line 435.60 feet to the true point of beginning; running thence South 00°02'30" West 711.47 feet to the centerline of an existing road; thence North 89°26'00" West along said road centerline 41.08 feet; thence North 64°12'23" West along said road centerline 49.77 feet; thence North 49°17'37" West along said road centerline 92.21 feet; thence North 43°57'58" West along said road centerline 100.45 feet; thence North 45°11'34" West along said road centerline 104.62 feet; thence North 45°06'39" West along said road centerline 112.37 feet; thence North 55°32'23" West along said road centerline 115.62 feet; thence North 85°07'29" West along said road centerline 25.13 feet; thence North 00°02'30" East 335.94 feet; thence North 89°56'58" East 500.00 feet to the true point of beginning.

Parcel 2:

Together with and Subject to: a 20 foot roadway access easement, the centerline of which is described as follows: commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 89°56'58" West along the section line 2678.16 feet to the North quarter corner of said Section 15; thence South 00°07'47" East 1208.88 feet to the Easterly right of way line of a county road, said point being the true point of beginning; running thence North 65°06'34" East 77.79 feet; thence North 54°37'40" East 142.94 feet; thence North 57°56'44" East 161.18 feet; thence North 60°51'47" East 132.89 feet; thence North 61°15'06" East 119.22 feet; thence North 77°33'25" East 146.70 feet; thence North 86°31'10" East 212.53 feet; thence North 83°48'36" East 157.31 feet; thence North 79°14'39" East 148.82 feet; thence North 72°12'54" East 122.16 feet; thence North 68°17'13" East 114.48 feet; thence North 73°12'16" East 104.41 feet; thence North 73°12'16" East 37.21 feet; thence North 84°48'31" East 91.15 feet; thence South 86°53'48" East 138.93 feet; thence South 77°30'25" East 171.91 feet; thence South 67°58'25" East 130.67 feet; thence South 85°07'29" East 121.32 feet; thence South 55°32'23" East 115.62 feet; thence South 45°06'39" East 112.37 feet; thence South 45°11'34" East 104.62 feet; thence South 43°57'58" East 100.45 feet; thence South 49°17'37" East 92.21 feet; thence South 64°12'23" East 49.77 feet; thence South 89°26'00" East 52.26 feet to the end of said easement.

Tract II:

Parcel 1:

Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho.

Section 15: Northeast quarter (NE¼); North half of the Southeast quarter (N½SE¼);

Excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows: Beginning at a point that is South 89°56'58" West 500.00 feet along the North line of said section from the Northeast corner of the Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; thence South 00°02'30" West 1799.67 feet to the North line of a lake; thence along the North line of said lake for the next 8 courses; thence (1) North 61°38'24" West 69.55 feet; thence (2) North 79°00'18" West 53.86 feet; thence (3) North 53°20'46" West 50.74 feet; thence (4) North 32°01'03" West 56.02 feet; thence (5) North 40°44'21" West 260.34 feet; thence (6) North 58°34'22" West 205.60 feet; thence (7) North 34°18'37" West 144.62 feet; thence (8) North 44°42'36" West 54.34 feet; thence North 00°02'30" East 1215.46 feet to the North line of said section; thence North 89°56'58" East 650.00 feet along the section line to the point of beginning.

Also excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows: Beginning at the Northeast corner of said Section 15; thence South 00°02'30" West 2213.16 feet along the East line of said Section 15 to the North line of a lake; thence along the North line of said lake for the next 6 courses: (1) North 45°21'07" West 184.85 feet; thence (2) North 66°58'07" West 158.83 feet; thence (3) North 30°31'52" West 108.46 feet; thence (4) North 44°55'05" West 154.15 feet; thence (5) North 74°20'31" West 51.72 feet; (6)

thence North 61°38'24" West 9.42 feet; thence North 00°02'30" East 1799.67 feet to the North line of said Section 15; thence North 89°56'58" East 500.00 feet along the North line of said section to the point of beginning.

Also excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows: Beginning at a point that is South 89°56'58" West 1150.00 feet along the North line of said section from the Northeast corner of said section; thence South 00°02'30" West 1215.46 feet to the North line of a lake; thence along the North line of a lake for the next 6 courses: (1) thence North 44°42'36" West 279.19 feet; thence (2) North 69°25'08" West 154.41 feet; thence (3) North 80°26'07" West 106.50 feet; thence (4) North 74°35'09" West 109.06 feet; thence (5) South 89°45'23" West 104.66 feet; thence (6) North 81°44'39" West 211.85 feet; thence North 00°02'30" East 885.34 feet to the North line of said section; thence North 89°56'58" East 865.69 feet along the North line of said section to the point of beginning.

Also excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows: Beginning at a point that is South 00°07'47" East 2475.67 feet along the North-South centerline through the section and North 89°52'13" East 1100.89 feet from the North quarter corner of said Section 15 and running thence along an existing fence line the following two (2) courses: (1) South 80°17'56" West 463.16 feet; thence (2) North 58°27'27" West 254.82 feet; thence North 44°45'24" East 242.44 feet to the high water line of an existing reservoir; thence along said high water line the following twenty-one (21) courses: (1) South 49°56'22" East 9.58 feet; thence (2) South 13°16'13" East 10.50 feet; thence (3) South 67°29'08" East 10.97 feet; thence (4) North 89°17'42" East 12.76 feet; thence (5) North 40°18'11" East 19.75 feet; thence (6) North 89°30'07" East 22.21 feet; thence (7) South 82°24'48" East 18.75 feet; thence (8) North 57°20'12" East 18.78 feet; thence (9) North 57°12'04" East 27.78 feet; thence (10) North 57°22'07" East 40.35 feet; thence (11) North 54°55'46" East 35.19 feet; thence (12) North 48°09'02" East 34.07 feet; thence (13) North 52°54'24" East 37.34 feet; thence (14) North 36°58'35" East 11.73 feet; thence (15) North 42°32'45" East 15.26 feet; thence (16) North 62°40'06" East 33.46 feet; thence (17) North 56°01'26" East 55.06 feet; thence (18) North 57°55'09" East 63.23 feet; thence (19) North 70°23'45" East 53.85 feet; thence (20) North 73°33'22" East 56.27 feet; thence (21) South 81°46'45" East 26.78 feet; thence South 02°12'23" West 463.01 feet to the point of beginning.

Also excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Beginning at a point that is South 00°07'47" East 2475.67 feet along the North-South centerline through the section and North 89°52'13" East 1100.89 feet from the North quarter corner of said Section 15 and running thence North 02°12'23" East 463.01 feet to the high water line of an existing reservoir; thence along said high water line the following twenty-one (21) courses: (1) South 81°46'45" East 39.97 feet; thence (2) South 85°26'43" East 46.54 feet; thence (3) South 89°06'13" East 65.59 feet; thence (4) South 83°20'36" East 47.45 feet; thence (5) South 83°03'26" East 56.42 feet; thence (6) South 71°15'15" East 48.64 feet; thence (7) South 44°14'37" East 64.55 feet; thence (8) South 23°41'37" East 50.79 feet; thence (9) South 12°07'04" East 58.97 feet; thence (10) South 02°48'56" West 54.22 feet; thence (11) South 00°44'40" West 84.75 feet; thence (12) South 00°12'02" West 32.84 feet; thence (13) South 47°29'32" East 63.19 feet; thence (14) South 89°27'48" East 25.30 feet; thence (15) North 86°54'06" East 20.00 feet; thence (16) North 80°42'13" East 19.43 feet; thence (17) South 89°03'05" East 22.65 feet; thence (18) South 32°33'40" East 7.77 feet; thence (19) South 59°21'14" East 10.17 feet; thence (20) North 88°40'23" East 18.31 feet; thence (21) South 52°00'10" East 18.69 feet; thence South 52°05'39" West 397.99 feet to an existing fence line; thence along said fence line the following two (2) courses: (1) North 34°41'46" West 270.15 feet; thence (2) South 80°17'56" West 105.87 feet to the point of beginning.

Also excepting therefrom the following described parcel located in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows: Beginning at the North quarter corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, running thence South 00°07'47" East along the North-South center section line 2,139.85 feet to the true point of beginning; running thence South 54°04'00" East 80.15 feet; thence South 57°37'06" East 255.97 feet; thence South 57°23'44" East 174.35 feet; thence South 58°27'27" East 254.82 feet; thence North 80°17'56" East 569.02 feet; thence South 34°41'46" East 270.15 feet; thence South 35°14'19" East 226.45 feet; thence South 33°49'08" East 424.25 feet; thence South 53°44'30" East 517.70 feet; thence South 74°31'22" East 522.03 feet;

thence North 83°27'06" East 23.64 feet to the East line of said Section 15; thence crossing into Section 14, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho North 83°27'06" East 436.98 feet; thence North 42°06'53" East 339.77 feet to the East line of the Southwest quarter of the Northwest quarter of the Southwest quarter (SW¼NW¼SW¼); thence South 00°03'50" West along said East line 612.55 feet to the Southeast corner of the Southwest quarter of the Northwest quarter of the Southwest quarter (SW¼NW¼SW¼) of said Section 14; thence South 89°59'37" West 661.53 feet to the Southwest corner of the Southwest quarter of the Northwest quarter of the Southwest quarter (SW¼NW¼SW¼); thence South 89°54'46" West along the South line of the North half of the Southeast quarter (N½SE¼) of said Section 15 a distance of 2,666.21 feet to the North-South center section line of said Section 15; thence North 00°07'47" West along said North-South center section line 1,832.61 feet to the true point of beginning.

Parcel 2:

A portion of the North half of the Northeast quarter in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont county, Idaho, more particularly described as follows: Beginning at a point that is South 89°56'58" West 1150.00 feet along the North line of said section from the ne corner of said section; thence South 00°02'30" West 1215.46 feet to the North line of a lake; thence along the North line of a lake for the next 6 courses: (1) thence North 44°42'36" West 279.19 feet; thence (2) North 69°25'08" West 154.41 feet; thence (3) North 80°26'07" West 106.50 feet; thence (4) North 74°35'09" West 109.06 feet; thence (5) South 89°45'23" West 104.66 feet; thence (6) North 81°44'39" West 211.85 feet; thence North 00°02'30" East 885.34 feet to the North line of said section; thence North 89°56'58" East 865.69 feet along the North line of said section to the point of beginning.

Excepting therefrom: Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 89°56'58" West along the section line 1150.00 feet to the true point of beginning; running thence South 00°02'30" West 699.07 feet; thence South 73°12'08" West 192.92 feet; thence South 00°02'30" West 276.10 feet to the high water line of a lake; thence North 64°38'06" West along said high water line 140.58 feet; thence North 00°02'30" East 970.43 feet to the North line of said Section 15; thence North 89°56'58" East along said North line 311.72 feet to the true point of beginning.

Parcel 2a:

Together with a strip of land 50 feet wide for an access and utility easement, the centerline being more particularly described as follows:

Beginning at a point that is South 89°56'58" West 2678.16 feet along the North line of said Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho to the North quarter corner and South 0°07'47" East 1208.88 feet to the point of beginning, point being on the East line of a county road from the Northeast corner of said Section 15; running thence North 59°49'52" East 682.48 feet; thence North 85°18'23" East 390.47 feet; thence North 79°09'19" East 299.20 feet; thence North 70°25'33" East 305.89 feet; thence South 87°42'23" East 384.99 feet; thence South 67°55'39" East 200.97 feet; thence South 88°23'54" East 42.69 feet to the point of terminus.

Parcel 3:

A portion of the East half of the Northeast quarter in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Beginning at a point that is South 89°56'58" West 500.00 feet along the North line of said section from the Northeast corner of the Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; thence South 00°02'30" West 1799.67 feet to the North line of a lake; thence along the North line of said lake for the next 8 courses; thence (1) North 61°38'24" West 69.55 feet; thence (2) North 79°00'18" West 53.86 feet; thence (3) North 53°20'46" West 50.74 feet; thence (4) North 32°01'03" West 56.02 feet; thence (5) North 40°44'21" West 260.34 feet; thence (6) North 58°34'22" West 205.60 feet; thence (7) North 34°18'37" West 144.62 feet; thence (8) North 44°42'36" West 54.34 feet; thence North 00°02'30" East 1215.46 feet to the North line of said section; thence North 89°56'58" East 650.00 feet along the section line to the point of beginning.

Excepting therefrom: Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 89°56'58" West along the section line 827.79 feet to the true point of beginning; running thence South 00°02'30" West 689.54 feet to the centerline of an existing road; thence North 77°30'25" West 58.47 feet along said road centerline; thence North 86°53'48" West 138.93 feet along said road centerline; thence South 84°48'31" West 91.15 feet along said road centerline;

thence South 73°12'16" West 37.21 feet; thence leaving said centerline North 00°02'30" East 688.08 feet to the North line of said section; thence North 89°56'58" East 322.21 feet along said North line to the true point of beginning.

Parcel 3a:

Together with a strip of land 50 feet wide for an access and utility easement, the centerline being more particularly described as follows:

Beginning at a point that is South 89°56'58" West 2678.16 feet along the North line of said Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho to the North quarter corner and South 0°07'47" East 1208.88 feet to the point of beginning, point being on the East line of a county road from the Northeast corner of said Section 15; running thence North 59°49'52" East 682.48 feet; thence North 85°18'23" East 390.47 feet; thence North 79°09'19" East 299.20 feet; thence North 70°25'33" East 305.89 feet; thence South 87°42'23" East 384.99 feet; thence South 67°55'39" East 200.97 feet; thence South 88°23'54" East 42.69 feet to the point of terminus.

Parcel 4:

A portion of the East half of the Northeast quarter in Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont county, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 15; thence South 00°2'30" West 2213.16 feet along the East line of said Section 15 to the North line of a lake; thence along the North line of said lake for the next 6 courses: (1) North 45°21'07" West 184.85 feet; thence (2) North 66°58'07" West 158.83 feet; thence (3) North 30°31'52" West 108.46 feet; thence (4) North 44°55'05" West 154.15 feet; thence (5) North 74°20'31" West 51.72 feet; (6) thence North 61°38'24" West 9.42 feet; thence North 00°02'30" East 1799.67 feet to the North line of said Section 15; thence North 89°56'58" East 500.00 feet along the North line of said section to the point of beginning.

Excepting therefrom: Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 00°02'30" West along the section line 435.60 feet to the true point of beginning; running thence South 00°02'30" West 711.47 feet to the centerline of an existing road; thence North 89°26'00" West along said road centerline 41.08 feet; thence North 64°12'23" West along said road centerline 49.77 feet; thence North 49°17'37" West along said road centerline 92.21 feet; thence North 43°57'58" West along said road centerline 100.45 feet; thence North 45°11'34" West along said road centerline 104.62 feet; thence North 45°06'39" West along said road centerline 112.37 feet; thence North 55°32'23" West along said road centerline 115.62 feet; thence North 85°07'29" West along said road centerline 25.13 feet; thence North 00°02'30" East 335.94 feet; thence North 89°56'58" East 500.00 feet to the true point of beginning.

Parcel 4a: Together with a strip of land 50 feet wide for an access and utility easement, the centerline being more particularly described as follows:

Beginning at a point that is South 89°56'58" West 2678.16 feet along the North line of said Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, to the North quarter corner and South 0°07'47" East 1208.88 feet to the point of beginning, point being on the East line of a county road from the Northeast corner of said Section 15; running thence North 59°49'52" East 682.48 feet; thence North 85°18'23" East 390.47 feet; thence North 79°09'19" East 299.20 feet; thence North 70°25'33" East 305.89 feet; thence South 87°42'23" East 384.99 feet; thence South 67°55'39" East 200.97 feet; thence South 88°23'54" East 42.69 feet to the point of terminus.

Tract III:

Parcel 1:

Part of the North half of Section 14, Township 13 North, Range 41 East, Boise Meridian, Fremont County, Idaho more particularly described as:

Beginning at a point that is South 00°02'30" West 820.18 feet along West line of said Section 14 from the Northwest corner of said Section 14 and running thence East 570.28 feet; thence South 00°02'30" West 1711.59 feet to the North bank of a lake; thence along the North bank of said lake the following ten (10) courses: (1) North 51°48'09" West 64.01 feet; thence (2) North 76°06'13" West 55.06 feet; thence (3) North 59°35'12" West 56.33 feet; thence (4) North 46°37'01" West 54.53 feet; thence (5) North 44°55'45" West 52.07 feet; thence (6) North 37°43'30" West 52.38 feet; thence (7) North 56°31'26" West 56.43 feet; thence (8) North 43°54'19" West

52.78 feet; thence (9) North 80°36'17" West 210.10 feet; thence (10) North 45°21'07" West 25.74 feet to the West line of said Section 14; thence North 00°02'30" East 1392.98 feet along said west line to the point beginning.

Parcel 2:

Together with a private easement for ingress and egress to the above described property, and telephone and power lines or conduits for any public authority, for the benefit of the property being conveyed hereunder, and the adjoining property owners. Said easement being 25 feet each side of the following described centerline: Beginning at a point that is South 89°56'58" West 2678.16 feet along the North line of said Section 15 to the North quarter corner of Section 15 and South 0°07'47" East 1208.88 feet to the point of beginning from the Northeast corner of said Section 15, said point being on the East line of a county road and running thence North 59°49'52" East 682.48 feet; thence North 85°18'23" East 390.47 feet; thence North 79°09'19" East 299.20 feet; thence North 70°25'33" East 305.89 feet; thence South 87°42'23" East 384.99 feet; thence South 67°55'39" East 200.97 feet; thence South 88°23'54" East 42.69; thence South 88°22'10" East 10.68 feet; thence South 62°17'19" East 102.80 feet; thence South 44°43'28" East 369.07 feet; thence South 65°13'05" East 152.35 feet to the point of terminus.

Parcel 3:

Beginning at the Northwest corner of Section 14, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 00°02'32" West along the Section line 820.18 feet; thence North 89°59'58" East 570.28 feet; thence South 00°02'32" West 1711.59 feet to the North bank of a Lake; thence along the North bank of said Lake the following ten (10) courses: (1) North 51°48'07" West 64.01 feet; thence (2) North 76°06'11" West 55.06 feet; thence (3) North 59°35'10" West 56.33 feet; thence (4) North 46°36'59" West 54.53 feet; thence (5) North 44°55'43" West 52.07 feet; thence (6) North 37°43'28" West 52.38 feet; thence (7) North 56°31'24" West 56.43 feet; thence (8) North 43°54'17" West 52.78 feet; thence (9) North 80°36'15" West 210.10 feet; thence (10) North 45°21'05" West 25.74 feet to the West line of said Section 14; thence South 00°02'32" West 434.43 feet to the West quarter corner of said Section; thence South 00°02'32" West along the Section line 1012.95 feet to an existing fence; thence North 83°27'06" East along said fence line 436.98 feet; thence North 42°06'53" East along said fence line 339.77 feet to the West line of the Southeast quarter of the Northwest quarter of the Southwest quarter of said Section 14; thence North 00°03'50" East 49.36 feet to the Northwest corner of the Southeast quarter of the Northwest quarter of the Southwest quarter of said Section 14; thence North 89°59'20" East along the North line of said Southeast quarter of the Northwest quarter of the Southwest quarter a distance of 661.78 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of the Southwest quarter; thence North 00°05'08" East 661.96 feet to the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 14; thence North 00°05'04" East along the East line of the West half of the Northwest quarter a distance of 2646.11 feet to the Northeast corner of said West half of the Northwest quarter; thence North 89°57'07" West 1326.00 feet to the POINT OF BEGINNING.

Tract IV:

Parcel 1:

Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 89°56'58" West along the section line 827.79 feet to the true point of beginning; running thence South 00°02'30" West 689.54 feet to the centerline of an existing road; thence North 77°30'25" West 58.47 feet along said road centerline; thence North 86°53'48" West 138.93 feet along said road centerline; thence South 84°48'31" West 91.15 feet along said road centerline; thence South 73°12'16" West 37.21 feet; thence leaving said centerline North 00°02'30" East 688.08 feet to the North line of said section; thence North 89°56'58" East 322.21 feet along said North line to the true point of beginning.

Parcel 2:

Together with and subject to: a 20 foot roadway access easement, the centerline of which is described as follows:

Commencing at the Northeast corner of Section 15, Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho; running thence South 89°56'58" West along the section line 2678.16 feet to the North quarter corner of said Section 15; thence South 00°07'47" East 1208.88 feet to the Easterly right-of-way line of a county road, said point being the true point of beginning; running thence North 65°06'34" East 77.79 feet; thence North 54°37'40" East 142.94 feet; thence North 57°56'44" East 161.18 feet; thence North 60°51'47" East 132.89 feet; thence North 61°15'06" East 119.22 feet; thence North 77°33'25" East 146.70 feet; thence North

86°31'10" East 212.53 feet; thence North 83°48'36" East 157.31 feet; thence North 79°14'39" East 148.82 feet; thence North 72°12'54" East 122.16 feet; thence North 68°17'13" East 114.48 feet; thence North 73°12'16" East 104.41 feet; thence North 73°12'16" East 37.21 feet; thence North 84°48'31" East 91.15 feet; thence South 86°53'48" East 138.93 feet; thence South 77°30'25" East 171.91 feet; thence South 67°58'25" East 130.67 feet; thence South 85°07'29" East 121.32 feet; thence South 55°32'23" East 115.62 feet; thence South 45°06'39" East 112.37 feet; thence South 45°11'34" East 104.62 feet; thence South 43°57'58" East 100.45 feet; thence South 49°17'37" East 92.21 feet; thence South 64°12'23" East 49.77 feet; thence South 89°26'00" East 52.26 feet to the end of said easement.

SCANNED
596241

OCT 03 2022



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

September 29, 2022

THE BANK OF COMMERCE
3113 S 25TH E
AMMON ID 83406-5732

RE: Notice of Security Interest for Water Right/Permit No(s): 21-4033

Dear Security Interest Holder:

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: GLENN LEAVITT
KATHLEEN LEAVITT

SCANNED

OCT 03 2022