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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 25 2023
Department of Water Resourc
Eastern Region

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. DEV

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-13492 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-7105 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: ROY VIAS; CARIBOU LIVESTOCK
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): CODY JAMES BUTLER AND CARLY BUTLER
   New owner(s) as listed on the conveyance document Name connector ■ and ☐ or

   5137 HWY 34 — Mailing address
   WAYAN — City; ID — State; 83285 — Zip
   208-251-5278 — Telephone
   BUTLERCODY718@GMAIL.COM — Email

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

5. Date you acquired the water rights and/or claims listed above: 9/13/2023.

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

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

     SUPPORT DATA IN FILE # 25-7105
   - ☐ 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: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 9-6-2023 (Date)
   Cody James Butler (Print name)

   Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 9-6-23 (Date)
   Carly Butler (Print name)

For IDWR Office Use Only: $50. - for this app

Receipted by JB Date 9/26/2023 Receipt No. E049506 Receipt Amt. $100. -

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

Name on W-9 _____ Approved by JB Processed by JB Date 9/29/2023

SCANNED
OCT 02 2023

Instrument # 211796
CARIBOU COUNTY, IDAHO
09-13-2023 10:53:02 No. of Pages: 5
Recorded for: ALLIANCE TITLE - POCATELLO OFFICE
Jill Stoor Fee: $15.00
Ex-Officio Recorder Deputy
Index to: DEED

ALLIANCE
TITLE & ESCROW

WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:643914

FOR VALUE RECEIVED

Sharrie Anetta Wright, also known as Sharrie Attanta Wright and Sharrie A Wright, an unmarried woman and Marshall Todd Stoddard, an unmarried man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Cody James Butler and Carly Butler, husband and wife

whose current address is

~~5137 Hwy 34~~ P.O. Box 918 CB
~~Wayan, ID 83285~~ Soda Springs, ID. 83276 CB

the grantee(s), the following described premises, in Caribou County, Idaho, TO WIT:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 5, 2023

Sharrie Anetta Wright by Marshall Todd Stoddard, as her attorney in fact

Sharrie Anetta Wright by Marshall Todd Stoddard as her attorney in fact

Sharrie Anetta Wright by Marshall Todd Stoddard, as her attorney in fact

Marshall Todd Stoddard

Marshall Todd Stoddard

State of Idaho
County of Caribou

On this 5th day of September, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marshall Todd Stoddard, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Attorney-in-fact of Sharrie Amenta Wright , subscribed the name of Sharrie Anetta Wright as principal and his/her own name as Attorney-in-fact and acknowledged to me that he/she executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Kim R. Lindstrom

Notary Public for the State of Idaho
Residing at: Soda Springs, ID
Commission Expires: March 15, 2025

KIM R LINDSTROM
NOTARY PUBLIC
My Commission Expires 03/15/2025
Comm No. 20190540
STATE OF IDAHO

SCANNED
OCT 02 2023

State of Idaho } ss
County of Caribou}

On this 5TH day of September, 2023, before me, Kim R. Lindstrom, a Notary Public in and for said state, personally appeared Marshall Todd Stoddard, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kim R. Lindstrom
Notary Public for the State of Idaho
Residing at: Soda Springs, ID
Commission Expires: March 15, 2025

KIM R LINDSTROM NOTARY PUBLIC STATE OF IDAHO Comm. No. 20190540 My Commission Expires 03/15/2025

SCANNED
OCT 02 2023

EXHIBIT "A"

CB
CB

643914

Parcel 1:

A parcel of land located in the North one-half of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that corner perpetuation and filing record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14, a distance of 2683.68 feet;
Thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389 in the records of said County;
Thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;
Thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, GVS PLS 9169", set at a fence corner on the South side of said lane, the same marking the Northeast corner of the lands described in Warranty Deed Instrument No. 158485 as recorded in the official records of said County;
Thence South 89°55'20" West along a fence line marking the South side of a lane, the same being the North boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;
Thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169"
Thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the intersection of said fence line with the East right of way line of State of Idaho Highway No. 34, per that Idaho Transportation Department Deed Instrument No. 90576, as recorded in the official records of Caribou County, Idaho and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distant from centerline station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;
Thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distance from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb North 02°35'04" West 642.86 feet) to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of said right of way line with the South line of Call Lane, as marked and witnessed by a fence line, the same being the Northwest corner of the lands described in said Instrument No. 158485;
Thence North 89°55'20" East (North 89°31' East by record) for a distance of 350.07 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

Township 5 South, Range 43 East, Boise Meridian, Caribou County, Idaho.

Section 14:

SCANNED
OCT 02 2023

A tract of land in the Southeast ¼ of said Section 14, more particularly described as follows:

BEGINNING at a point on the South line of a lane 33.5 feet South and 282.9 feet West of the accepted East ¼ corner of said Section 14 and running;
Thence South 1556.4 feet;
Thence West 960.5 feet;
Thence North 01°41' West along a fence 218.4 feet;
Thence South 89°30' West 161.0 feet, more or less, along a fence to the Easterly right-of-way of State Highway 34;
Thence Northerly along said State Highway right-of-way to a point North 01°48'30" West, 1330.3 feet;
Thence North 89°31' East 1169.9 feet along the South line of said lane, to the POINT OF BEGINNING.

Except therefrom:

A parcel of land located in the North one-half of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that corner perpetuation and filing record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14, a distance of 2683.68 feet;
Thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389 in the records of said County;
Thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;
Thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, GVS PLS 9169", set at a fence corner on the South side of said lane, the same marking the Northeast corner of the lands described in Warranty Deed Instrument No. 158485 as recorded in the official records of said County;
Thence South 89°55'20" West along a fence line marking the South side of a lane, the same being the North boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;
Thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169"
Thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the intersection of said fence line with the East right of way line of State of Idaho Highway No. 34, per that Idaho Transportation Department Deed Instrument No. 90576, as recorded in the official records of Caribou County, Idaho and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distant from centerline station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;
Thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distance from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb North 02°35'04" West 642.86 feet) to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of

SCANNED
OCT 02 2023

said right of way line with the South line of Call Lane, as marked and witnessed by a fence line, the same being the Northwest corner of the lands described in said Instrument No. 158485;
Thence North 89°55'20" East (North 89°31' East by record) for a distance of 350.07 feet to the TRUE POINT OF BEGINNING.

SCANNED
OCT 0 2 2023

THIS INSTRUMENT FILED FOR RECORD BY CARIBOU LAND TITLE INC. AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Instrument # 189542
CARIBOU COUNTY
5-14-2012 10:24:20 No. of Pages: 2
Recorded for : CARIBOU TITLE
VEDA MASCARENAS Fee: 13.00
Ex-Officio Recorder Deputy S. Reeves
Index to: QUITCLAIM DEED

QUIT-CLAIM DEED

FOR VALUE RECEIVED, **Sharrie A. Wright, an unmarried woman,** of 5137 Highway 34, Wayan, Idaho, 83285, does hereby convey, release, remise and forever quit claim unto **Sharrie A. Wright, an unmarried woman,** and **Marshall Todd Stoddard, an unmarried man,** , the Grantees, of 5137 Highway 34, Wayan, Idaho, 83285, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises located in Caribou County, Idaho, to-wit:

Township 5 South, Range 43 East of the Boise Meridian:

Section 14:

A tract of land in the SE¼ of said Section 14, more particularly described as follows:
Beginning at a point on the South line of a lane 33.5 feet South and 282.9 feet West of the accepted East Quarter corner of said Section 14, and running,
thence South 1556.4 feet;
thence West 960.5 feet
thence North 01°41' West along a fence 218.4 feet;
thence South 89°30' West 161.0 feet, more or less, along a fence to the Easterly right-of-way of State Highway 34;
thence Northerly along said State Highway right-of-way to a point North 01°48'30" West, 1330.3 feet;
thence North 89°31' East 1169.9 feet along the South line of said lane, to the Point of Beginning.

EXCEPT THEREFROM:

A parcel of land located in the North one-half of the Southeast Quarter of the Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:
Commencing at the Northeast corner of the Southeast quarter of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1 ½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that Corner Perpetuation and Filing Record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14, a distance of 2683.68 feet;
thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389 in the records of said county;
thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;
thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, GVS PLS 9169" set at a fence corner on the south side of said lane, the same marking the northeast corner of the lands described in Warranty Deed Instrument No. 158485 as recorded in the official records of said county;
thence South 89°55'20" West along a fence line marking the south side of a lane, the same being the north boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the True Point of Beginning;
thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;

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thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, GVS PLS 9169";

thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, GVS PLS 9169" set on the intersection of said fence line with the east right of way line of State of Idaho Highway No. 34 per that Idaho Transportation Department Deed Instrument No. 90576, as recorded in the official records of Caribou County, Idaho, and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distant from centerline station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;

thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distant from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb N 02°35'04" W 642.86') to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of said right of way line with the south line of Call lane, as marked and witnessed by a fence line, the same being the northwest corner of the lands described in said Instrument No. 158485;

thence North 89°55'20" East (N 89°31' E by record) for a distance of 350.07 feet to the True Point of Beginning.

SUBJECT TO all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

together with their appurtenances.

DATED this 11th day of May, 2012.

Sharrie A. Wright

Sharrie A. Wright

STATE OF IDAHO)
: ss.
County of Caribou)

On this 11th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sharrie A. Wright,** 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.

Carla Hale

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 12/12/2014

SCANNED
OCT 02 2023

Instrument # 187201
CARIBOU COUNTY
5-16-2011 10:55:29 No. of Pages: 2
Recorded for : SHARRIE WRIGHT
VEDA MASCARENAS Fee: 13.00
Ex-Officio Recorder Deputy
Index to: QUITCLAIM DEED

QUIT CLAIM DEED

FOR VALUE RECEIVED,

SHARRIE WRIGHT, a single woman,

of Wayan, Caribou County, Idaho, hereby convey, releases, remise and forever quitclaim unto

SHARRIE A. WRIGHT, a single woman,

of 5137 Highway 34, Wayan, Idaho 83285, the following described premises, to-wit:

Caribou County, Idaho:

A parcel of land located in the N½SE¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands, described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of the SE¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that Corner Perpetuation and Filing Record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14 a distance of 2683.68 feet;

Thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389, records of Caribou County, Idaho;

Thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;

Thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, "GVS, PLS 9169" set at a fence corner on the South side of said lane, the same marking the Northeast corner of the lands described in Warranty Deed Instrument No. 158485, as recorded in the official records of Caribou County, Idaho;

Thence South 89°55'20" West along a fence line marking the South side of a lane, the same being the North boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the True Point of beginning;

Thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;

Thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169";

Thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the intersection of said fence line with the East right of way line of State of Idaho Highway No. 34 per that Idaho Transportation Department Deed Instrument No. 90576

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OCT 02 2023

as recorded in the official records of Caribou County, Idaho, and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distance from the centerline Station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;

Thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distance from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb North 02°35'04" West 642.86 feet) to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of said right of way line with the South line of Call Lane, as marked and witnessed by a fence line, the same being the Northwest corner of the lands described in said Instrument No.158485;

Thence North 89°55'20" East (North 89°31' East by record) for a distance of 350.07 feet, to the True Point of Beginning.

This Deed is given to create a home tract.

together with their appurtenances.

Dated: May 16, 2011.

Sharrie Wright

SHARRIE WRIGHT

STATE OF IDAHO)
: ss.
County of Caribou)

On this 16th day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Sharrie Wright, known or identified 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.

Carla Hale

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 12/12/2014

SCANNED
OCT 02 2023

158485

QUITCLAIM DEED

GRANTOR, JOHN MICHAEL LUNDY and BRANDY LUNDY, Husband and Wife, for a good and valuable consideration the receipt whereof is hereby acknowledged does REMISE, RELEASE and forever QUITCLAIM, unto SHARRIE WRIGHT, a single person, whose current address is: 3938 Highway 34, Wayan, ID, Caribou County, as **GRANTEE**, and to Grantee's heirs and assigns, forever, all the following described real property, situated in the County of Bingham, State of Idaho, to-wit:

TOWNSHIP 5 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

Section 14: A tract of land in the SE¼ of said Section 14, more particularly described as follows:

Beginning at a point on the South line of a lane 33.5 feet South and 282.9 feet West of the accepted East Quarter corner of said Section 14, and running thence South 1556.4 feet;

Thence West 960.5 feet;

Thence North 01°41' West along a fence 218.4 feet;

Thence South 89°30' West 161.0 feet, more or less, along a fence to the Easterly right-of-way of State Highway 34;

Thence Northerly along said State Highway right-of-way to a point North 01°48'30" West, 1330.3 feet;

Thence North 89°31' East 1169.9 feet along the South line of said lane, TO THE POINT OF BEGINNING.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

WRIGHT.QCD
LUNDY

SCANNED
OCT 02 2023

158485

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 29th day of January, 1999.

JOHN MICHAEL LUNDY

BRANDY LUNDY

STATE OF IDAHO)
) ss.
County of Power)

On this 29th day of January, 1999, before me the undersigned, a Notary Public for Idaho, personally appeared JOHN MICHAEL LUNDY and BRANDY LUNDY, 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 seal the day and year in this certificate first above written.

(SEAL) KITTY HUSE NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: American Falls
Commission Expires: 2-12-2004

STATE OF IDAHO } ss
County of Caribou }

158485

I hereby certify that this instrument was filed at the request of Caribou Title
at 4:30 o'clock P m this 19th day of February, 1999 in my office and duly recorded official Records
Recorder Edie Izatt
Mary Ayers 3.00
Signature Deputy

WRIGHT.QCD
LUNDY

SCANNED
OCT 02 2023

146721

STATE OF IDAHO
County of Caribou
Date. NOV 15 1993
Time: 9:00 A.M.
Microfilm Records
Recorder: Edie Izatt
Deputy: Barbara Horsley
Fee. 6.00

CERTIFICATE OF FICTITIOUS NAME

STATE OF IDAHO)
: ss.
County of Bannock)

RE: CARIBOU LIVESTOCK PARTNERSHIP

Pursuant to the laws of the State of Idaho, the above referenced business entity, by and through Sharrie Wright, does hereby certify that said business entity is doing business pursuant to the following.

1. The name of the business entity is CARIBOU LIVESTOCK PARTNERSHIP.

2. The business entity is a general partnership; the parties of interest which have agreed to hold property as tenants in common and have agreed to join to do business as a partnership known as Caribou Livestock Partnership, as specifically set forth in the Partnership Agreement.

3. The names of those material persons have an interest in the business entity are:

Sharrie Wright
2448 Sandy Lane
American Falls, ID 83211

John and Brandy Lundy
3401 Rock Creek Road
American Falls, Idaho 83211

4. The name of the party on whom service may be had is:

Sharrie Wright
2448 Sandy Lane
American Falls, ID 83211

DATED this 25 day of October, 1993.

Sharrie Wright
SHARRIE WRIGHT

1. CERTIFICATE OF ASSUMED NAME

STATE OF ID

County of

Notary Publ
SHARRIE WRI
name is subs
that she
Partnership.

official sea

(SEAL)

2.

RECEIVED
OCT 02 2023

146721

STATE OF IDAHO)
: ss.
County of)

On this 25 day of October, 1993, before me, a Notary Public in and for the State of Idaho personally appeared SHARRIE WRIGHT, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf Caribou Livestock Partnership.

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

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: 2-26-94

(SEAL)

2. *CERTIFICATE OF ASSUMED NAME*

After recording,
West One Bank, Id
P.O. Box 8247 De
Boise, ID 83733
Loan # 4346228

THIS DEED OF TRUST (

Bryon Arthur

("Borrower"). The trustee is
Caribou Title

("Trustee"). The beneficiary is

which is organized and existing
address is P.O

Seventy Thousar

This debt is evidenced by P...
payments, with the full debt,
Instrument secures to Lender:
modifications of the Note; (b)
this Security Instrument; and (
Note. For this purpose, Borrov
property located in

Lot 16, Wood Canyo
thereof, as record
County, Idaho, und

which has the address of 164
Idaho 83276

IDAHO - Single Family - Fannie
-6R(ID) (9105)

SCANNED
OCT 02 2023

146476

WARRANTY DEED

THIS INDENTURE, Made this 6th day of October, 1993, between **MARK W. VIAS AND MERILYN VIAS, husband and wife,** of American Falls, Idaho hereinafter called First Party, and **JOHN MICHAEL LUNDY AND BRANDY LUNDY, husband and wife, as to an undivided one-half interest; and SHARRIE WRIGHT, a single person, as to an undivided one-half interest, as tenants in common with full rights of survivorship,** of 2448 Sandy Lane, American Falls, ID 83211 hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of **FORTY THOUSAND AND NO/100 DOLLARS,** lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 5 South, Range 43 East of the Boise Meridian:

Section 14: A Tract of land in the SE¼ of said Section 14, more particularly described as follows:
Beginning at a point on the South line of a lane 33.5 feet South and 282.9 feet West of the accepted East Quarter corner of said Section 14, and running
thence South 1556.4 feet;
thence West 960.5 feet;
thence North 01°41' West along a fence 218.4 feet;
thence South 89°30' West 161.0 feet along a fence to the Easterly right of way of State Highway 34;
thence Northerly along said State Highway right of way to a point North 01°48'30" West 1330.3 feet;
thence North 89°31' East 1169.9 feet along the South line of said lane,
to the point of beginning.

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise 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 thereunto incident unto the said First Party, and said First Party's heirs, the said premises in the quiet and peaceable possession of said Second

Party, said
Party, Firs
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and will wa
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STATE OF IDA

County of Ca

On this
a Notary Pu
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same.
IN WITN
my official
written.

SCANNED
OCT 0 2 2023

Party, said Second Party's heirs and assigns against the said First Party, First Party's 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 First Party has hereunto set their hands and seals, the day and year first above written

Mark W. Vias
MARK W. VIAS

Merilyn J. Vias
MERILYN VIAS

STATE OF IDAHO)
: ss.
County of Caribou)

On this ~~15th~~ 15TH day of October, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark W. Vias and Merilyn Vias, husband and wife, known or identified to me to be the person 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.

A. Bruce Larsen
NOTARY PUBLIC FOR THE STATE OF IDAHO.
Residing at: Soda Springs, Idaho
My commission expires ~~8/15/97~~ 2-22-94

STATE OF IDAHO } ss. **146476**
County of Caribou }

I hereby certify that this instrument was filed at the request of Caribou Title, at 9:15 o'clock A. m. this 19th day of October, 1993 in my office and duly recorded in Microfilm Records
Eddie Izatt
Denise Hawley
Ex-Officio Recorder Deputy 6.00

STATE OF IDAHO } ss
County of Caribou }

140847

I hereby certify that this instrument was filed at the request of A. Bruce Larson at 3:10 o'clock P.M. this 12th day of March, 19 87 in my office and duly recorded in Microfilm Records.

Rebecca A. Jenkins
Ex-Officio Recorder $6.00 Deputy

A. BRUCE LARSON, Attorney at Law
241 S. Main-P.O. Box 608
Soda Springs, Idaho 83276
Telephone: 547-2186

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CARIBOU

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF ROY EDWIN VIAS, Deceased.

Probate Case No. SP90-565

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Mark W. Vias, as personal representative of the estate of Roy Edw'n Vias, deceased, Grantor, to Mark W. Vias, Grantee, whose address is 155 Hillcrest #48, American Falls, Idaho 83211.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. SP-90-565 in Caribou County, Idaho;

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee the following described real property:

40 acres located in Wayan, Caribou County, Idaho, more particularly described as follows:

Township 5 South, Range 43 East of the Boise Meridian:
Section 14 - A tract in the SE1/4 of said section, beginning at a point on the South line of the lane, said point being 33.5 feet South and 282.9 feet

OCT 02 2023

140847

West of the accepted E1/4 corner of said Section 14; thence South 1556.4 feet; thence West 960.5 feet; thence North 1°41' West along a fence 218.4 feet; thence South 89°30' West 161.0 feet along a fence to the Easterly right of way line of Idaho State Highway No. 34; thence Northerly along said right of way to a point North 1°48'30" West 1330.3 feet; thence North 89°31' West 1169.9 feet along the South line of aforesaid lane to the POINT OF BEGINNING

together with all appurtenances.

EXECUTED this 11th day of March, 1991.

Mark W. Vias
Mark W. Vias
Personal Representative of the
Estate of Roy Edwin Vias, deceased

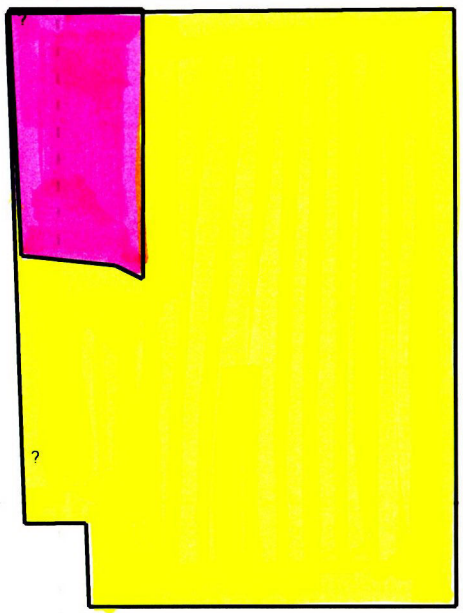
STATE OF IDAHO)
)ss.
COUNTY OF CARIBOU)

On this 11th day of March, 1991, before me, the undersigned notary public, personally appeared Mark W. Vias, known to me to be the person whose name is subscribed to the within instrument, as personal representative of the estate of Roy Edwin Vias, and acknowledged to me that he executed the same as such personal representative.

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

G. Bruce Larson
Notary Public
Residing at Soda Springs ID
My Commission Expires 2-22-94

SCANNED
OCT 02 2023



Parcel 2

Parcel 1
(Parcel 2 exception)

Cody + Carly Butler Property

	9/26/2023
Scale: 1 inch= 500 feet	File:

Tract 1: 5.0659 Acres (220670 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2023 ft.
Tract 2: 39.9967 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5396 ft.

01 /ne,se,14,5s,43e
02 /s89.5935w 21.05
03 /s00.5818e 30.49
04 /s89.4219w 263.72
05 /s89.5520w 812.25
06 s00.1903w 703.66
07 n63.3215w 79.71
08 n84.0524w 247.14
09 n02.3503w 642.86
10 n89.5520e 350.07
11 @0
12 /ne,se,14,5s,43e
13 /s00e 33.5
14 /n90w 282.9
15 s00e 1556.4
16 n90w 960.5
17 n01.41w 218.4
18 s89.30w 161.0
19 n01.4759w 199.99
20 n01.4830w 1130.3
21 n89.31e 1169.9

Note: Taxlot data shows all property in ESE. There appear to be shifts in the map, GCBD, etc. Checked fiche legal matches info submitted with original claim.

RECEIVED
OCT 02 2023

USDA United States Department of Agriculture
Farm Production and Conservation
Farm Service Agency
Franklin County FSA Office
98 East 800 North, Suite 2
Preston, Idaho 83263
Phone: 208-852-0482
Fax: 855-504-3537

September 21, 2023

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

RECEIVED
SEP 25 2023
Department of Water Resources
Eastern Region

RE: Water Rights 25-13492 and 25-7105

To Whom it may concern,

Enclosed is a check payable to IDWR in the amount of $100, notice of Change in Water Right Ownership and Notice of Security Interest in a Water Right, copy of mortgage with legal, and deed for Water Right No's. 25-13492, 25-7105 and Cody and Carly Butler.

If you have any questions or need additional information, please feel free to contact my office at (208) 852-0562.

Sincerely,

Keaton Smart
Farm Loan Manager

USDA is an equal opportunity provider, employer, and lender.

SCANNED
OCT 02 2023

Form 42-248(9) 3/22

RECEIVED
SEP 25 2023
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

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

1. DEV

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
25-13492 OK			
25-7105 OK			

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

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

   UNITED STATES OF AMERICA ACTING THROUGH THE
   FARM SERVICE AGENCY
   98 E. 800 N., Suite 2
   Preston, ID 83263
   Phone 208-852-0482
   Email keaton.smart@usda.gov

4. Name of Water Right Owner/Claimant(s) CODY JAMES BUTLER AND CARLY BUTLER

5. Expiration Date of Notification Period 09/06/2063

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

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

   Title, if applicable Farm Loan Manager

For Office Use Only

$50. - for this app.

Receipted by JB Date 9/26/2023 Receipt No. E0495066 Fee $100. -

Processed by AJ Date WR JB Date 9/29/2023

Instrument # 211797
CARIBOU COUNTY, IDAHO
09-13-2023 10:53:02 No. of Pages: 10
Recorded for: ALLIANCE TITLE - POCATELLO OFFICE
Jill Stoor Fee: $45.00
Ex-Officio Recorder Deputy
Index to: MORTGAGE

Atec 643914

FSA-2029 ID
(05-04-18)

Position 5

Form Approved – OMB No. 0560-0237
(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on September 06 , 20 23 . The mortgagor is CODY JAMES BUTLER and CARLY BUTLER, Husband and Wife ("Borrower") whose mailing address is PO Box 918, Soda Springs, Idaho 83276-0918 . This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 98 E. 800 N., Suite 2, Preston, ID 83263-5388 .

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

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
September 06, 2023	$600,000.00	5.000%	September 06, 2063

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

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

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

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

See attached Exhibit A for legal description.

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

Initial CB CB date 9-6-2023 9-6-23

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

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

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

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cody James Butler (SEAL)

(SEAL)

Carly Butler (SEAL)

(SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO

COUNTY OF Caribou } ss. (Individual)

On this 6th day of September, 2023, before me personally appeared Cody James Butler and Carly Butler, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

Resides in Soda Springs
~~Expires on 03/15/2025~~

NOTARY PUBLIC

KIM R LINDSTROM NOTARY PUBLIC My Commission Expires 03/15/2025 Comm No. 20190540 STATE OF IDAHO

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

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Corporation)

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

My commission expires:

_____

_____

NOTARY PUBLIC

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Partnership)

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

My commission expires:

_____

_____

NOTARY PUBLIC

STATE OF IDAHO

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

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

_____

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

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

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

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

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

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

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

Initial CB date 9-6-2023

EXHIBIT "A"

643914

Parcel 1:

A parcel of land located in the North one-half of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that corner perpetuation and filing record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14, a distance of 2683.68 feet;
Thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389 in the records of said County;
Thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;
Thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, GVS PLS 9169", set at a fence corner on the South side of said lane, the same marking the Northeast corner of the lands described in Warranty Deed Instrument No. 158485 as recorded in the official records of said County;
Thence South 89°55'20" West along a fence line marking the South side of a lane, the same being the North boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;
Thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169"
Thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the intersection of said fence line with the East right of way line of State of Idaho Highway No. 34, per that Idaho Transportation Department Deed Instrument No. 90576, as recorded in the official records of Caribou County, Idaho and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distant from centerline station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;
Thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distance from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb North 02°35'04" West 642.86 feet) to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of said right of way line with the South line of Call Lane, as marked and witnessed by a fence line, the same being the Northwest corner of the lands described in said Instrument No. 158485;
Thence North 89°55'20" East (North 89°31' East by record) for a distance of 350.07 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

Township 5 South, Range 43 East, Boise Meridian, Caribou County, Idaho.

Section 14:

A tract of land in the Southeast ¼ of said Section 14, more particularly described as follows:

BEGINNING at a point on the South line of a lane 33.5 feet South and 282.9 feet West of the accepted East ¼ corner of said Section 14 and running;
Thence South 1556.4 feet;
Thence West 960.5 feet;
Thence North 01°41' West along a fence 218.4 feet;
Thence South 89°30' West 161.0 feet, more or less, along a fence to the Easterly right-of-way of State Highway 34;
Thence Northerly along said State Highway right-of-way to a point North 01°48'30" West, 1330.3 feet;
Thence North 89°31' East 1169.9 feet along the South line of said lane, to the POINT OF BEGINNING.

Except therefrom:

A parcel of land located in the North one-half of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being a portion of the lands described in Quitclaim Deed Instrument No. 158485 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast ¼ of Section 14, Township 5 South, Range 43 East, Boise Meridian, the same being marked and witnessed by a 1½" Brass cap affixed to a ½" rebar with cap tagged, "Stoor, LS 1252" and recorded in that corner perpetuation and filing record, Instrument No. 150522 in the official records of Caribou County, Idaho, the same being North 01°45'24" West from the Southeast corner of said Section 14, a distance of 2683.68 feet;
Thence South 88°59'35" West for a distance of 21.05 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner, the same being depicted upon that Record of Survey Instrument No. 184389 in the records of said County;
Thence South 00°58'18" East for a distance of 30.49 feet to a found 5/8" rebar with cap tagged, "GVS PLS 9169" set at a fence corner located on the South boundary line of Call Lane;
Thence South 89°42'19" West for a distance of 263.72 feet to a 5/8" reinforcement bar with cap tagged, GVS PLS 9169", set at a fence corner on the South side of said lane, the same marking the Northeast corner of the lands described in Warranty Deed Instrument No. 158485 as recorded in the official records of said County;
Thence South 89°55'20" West along a fence line marking the South side of a lane, the same being the North boundary line of said lands for a distance of 812.25 feet to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 00°19'03" West for a distance of 703.66 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on a fence line;
Thence North 63°32'15" West for a distance of 79.71 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169"
Thence North 84°05'24" West for a distance of 247.14 feet along said fence line to a 5/8" rebar with cap tagged, "GVS PLS 9169" set on the intersection of said fence line with the East right of way line of State of Idaho Highway No. 34, per that Idaho Transportation Department Deed Instrument No. 90576, as recorded in the official records of Caribou County, Idaho and depicted upon the Project No. FHP 40-1(7) Highway Survey plans, the same being 80.00 feet perpendicular distant from centerline station 1050+61.16 of said survey plans, the same being a point on a 7719.42 foot radius nontangent curve whose center bears South 89°48'07" West;
Thence Northwesterly along said curve to the left, parallel with and 80.00 feet perpendicular distance from said centerline, through a central angle of 04°46'22" for an arc distance of 643.05 feet (cb North 02°35'04" West 642.86 feet) to a 5/8" reinforcement bar with cap tagged, "GVS PLS 9169" set on the intersection of

said right of way line with the South line of Call Lane, as marked and witnessed by a fence line, the same being the Northwest corner of the lands described in said Instrument No. 158485;
Thence North 89°55'20" East (North 89°31' East by record) for a distance of 350.07 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH:

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

Idaho Department of Water Resources Water Right: 25-13492

Idaho Department of Water Resources Water Right: 25-7105

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 Mathew Weaver

September 29, 2023

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

RE: Notice of Security Interest for Water Right/Permit No(s): 25-7105, 25-13492

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 Baily
Technical Records Specialist 1

Enclosure(s)

cc: CODY JAMES BUTLER
CARLY BUTLER

USDA United States Department of Agriculture
Farm Production and Conservation
Farm Service Agency
Franklin County FSA Office
98 East 800 North, Suite 2
Preston, Idaho 83263
Phone: 208-852-0482
Fax: 855-504-3537

September 21, 2023

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

RECEIVED
SEP 25 2023
Department of Water Resource
Eastern Region

RE: Water Rights 25-13492 and 25-7105

To Whom it may concern,

Enclosed is a check payable to IDWR in the amount of $100, notice of Change in Water Right Ownership and Notice of Security Interest in a Water Right, copy of mortgage with legal, and deed for Water Right No's. 25-13492, 25-7105 and Cody and Carly Butler.

If you have any questions or need additional information, please feel free to contact my office at (208) 852-0562.

Sincerely,

Keaton Smart
Farm Loan Manager

USDA is an equal opportunity provider, employer, and lender.

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 Mathew Weaver

September 29, 2023

CODY JAMES BUTLER
CARLY BUTLER
5137 HIGHWAY 34
WAYAN ID 83285-5000

Re: Change in Ownership for Water Right No(s): 25-7105, 25-13492

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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

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

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

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: USDA FARM SERVICE AGENCY

SCANNED
OCT 02 2023