Form 42-248(9) 3/22

RECEIVED
MAY 25 2023
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

DE

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
22-13854			
22-13998			

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

D.L. Evans Bank
Rigby Branch
P.O. Box 64
Rigby, ID 83442
Phone 208-745-8107
Email paula.maughan@dlevans.com

SUPPORT DATA
IN FILE # 22-13854

4. Name of Water Right Owner/Claimant(s) The Total BS Ranch LLC and/or The Hidden AK Ranch LLC

5. Expiration Date of Notification Period 03-20-2038

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

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

Title, if applicable Grant Boehme, Senior Vice President

For Office Use Only

Receipted by JM Date 5.25.23 Receipt No. C116343 Fee 50.00

Processed by AJ Date WR Date 10-24-23

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(9), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1.** If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.

3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3.**

4. At **Item 4,** please provide the name of the owner/claimant of the water right(s) listed.

5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.

6. At **Item 6**, please indicate if this is a renewal of a prior notice.

7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

8. Include the appropriate filing fee. There is a fee of $25.00 per water right or adjudication claim. Renewals, if necessary, are also $25.00 per water right or adjudication claim.

9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

Instrument # 280178
TETON COUNTY, IDAHO
04-07-2023 13:37:00 No. of Pages: 7
Recorded for: FLYING S TITLE AND ESCROW - DRIGGS
KIM KEELEY Fee: $45.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: MORTGAGE, REAL ESTATE

RECORDATION REQUESTED BY:
D. L. Evans Bank
Rigby Branch
P. O. Box 64
135 Farnsworth Way
Rigby, ID 83442

WHEN RECORDED MAIL TO:
D. L. Evans Bank
Rigby Branch
P. O. Box 64
135 Farnsworth Way
Rigby, ID 83442

SEND TAX NOTICES TO:
The Total BS Ranch LLC
The Hidden AK Ranch LLC
P.O. Box 1044
Victor, ID 83455

FSTB
108696

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated April 7, 2023, is made and executed between
As to TRACT A: The Total BS Ranch LLC, an Idaho limited liability company

As to TRACT B: The Hidden AK Ranch LLC, an Idaho limited liability company (referred to below as "Grantor") and D. L. Evans Bank, whose address is P. O. Box 64, 135 Farnsworth Way, Rigby, ID 83442 (referred to below as "Lender").

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

TRACT A:
All of Pitchfork Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof recorded August 11, 2008, as Instrument No. 199435.
Less and excepting therefrom Lot 6 Pitchfork Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof recorded August 11, 2008, as Instrument No. 199435.

TRACT B:
PARCEL 1:
The W½ SW¼ SE¼ and the W½ E½ SW¼ SE¼ of Section 4, Township 3 North, Range 45 E., B.M. Teton County, Idaho being further described as:
Commencing at the S1/4 corner of said Section 4 and running N 00°12'28" W., 1319.64 feet along the West line of the SE1/4 of said Section 4 to the NW corner of the SW1/4 SE1/4 of said Section 4; Thence S 89°24'45" E., 991.65 feet along the North line of the SW1/4 SE1/4 of said Section 4 to a point; Thence S 00°12'01" E., 1319.66 feet to a point on the Southern section line of said Section 4; Thence N 89°24'39" W., 991.48 feet along the Southern section line of said Section 4 to the point of beginning.

PARCEL 2:
Beginning at the C¼ corner of Section 4, TWP. 3N, Rng. 45 E., B.M. Teton County, Idaho and running S89°24'51" E., 70.43 feet more or less to the East line of Trail Creek; thence Southeasterly along the East line of Trail Creek to a point North 87.0 feet from the NE corner of the SW¼SE¼ of said Section 4; thence South 87.0 feet to the NE Corner of the SW¼SE¼ of Section 4; thence N89°24'45" W., 1322.20 feet to the NW corner of the SW¼SE¼ of said Section 4; thence N00°12'28" W., 1319.64 feet to the point of beginning.

Together with 30 shares of the capital stock of the Trail Creek Sprinkler Irrigation Company Certificate No. 762 , and any replacement or reissued certificate thereof, together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 22-13854 with a claimed priority of June 01, 1904 to 0.24 cfs of Irrigation from the waters of Paradise Springs, a tributary of the Teton River together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 22-13998 with a claimed priority of July 01, 1963 to 0.38 cfs of Irrigation from the waters of Paradise Springs, a tributary of the Teton River together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with all irrigation equipment and additions thereto and replacements thereof now owned or hereafter acquired by the Grantors and used in the irrigation of the above premises, including but not limited to pumps, pipe, casing, motor and electrical panels and accessories to each, described as follows: (2) 1/4 mile wheel lines; (2) 1/4 mile hand lines

The Real Property or its address is commonly known as 4784 (L1), 4802 (L2), 4846 (L3), 4908 (L4), 4954 (L5), 4937 (L7), 4901 (L8), 4871 (L9), 4833 (L10), Pitchfork Drive, Victor, ID 83455. The Real Property tax identification number is
Tract A: RP008470000010A (L1); RP008470000020A (L2); RP008470000030A (L3); RP008470000040A (L4); RP00847000005AA (L5); RP008470000070A (L7); RP008470000080A (L8); RP008470000090A (L9); RP008470000100A (L10); RP00847000000PA (Open Space)
Tract B: RP03N45E048410 (Parcel 1); RP03N45E047803 (Parcel 2).

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

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to

a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

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

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

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

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

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

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

the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

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

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

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

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

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

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

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

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

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

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but

Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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

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

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

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

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

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

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

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

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

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

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

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

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

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

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

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

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

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

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is

not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

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

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

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

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

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

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

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

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

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

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

Borrower. The word "Borrower" means The Total BS Ranch LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

Grantor. The word "Grantor" means The Total BS Ranch LLC and The Hidden AK Ranch LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated April 7, 2023, **in the original principal amount of $995,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 20, 2033. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in

accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

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

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

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

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

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

GRANTOR:

THE ~~TOTAL BS~~ RANCH LLC

By: _____
Benjamin Arthur Kearsley, Manager of The Total BS Ranch LLC

By: _____
Shaylee Lafon Kearsley, Manager of The Total BS Ranch LLC

THE ~~HIDDEN AK~~ RANCH LLC

By: _____
Benjamin Arthur Kearsley, Manager of The Hidden AK Ranch LLC

By: _____
Shaylee Lafon Kearsley, Member of The Hidden AK Ranch LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Teton)

This record was acknowledged before me on April 7, 20 23 by **Benjamin Arthur Kearsley, Manager of The Total BS Ranch LLC, an Idaho Limited Liability Company and Shaylee Lafon Kearsley, Manager of The Total BS Ranch LLC, an Idaho Limited Liability Company,** and The Total BS Ranch LLC, an Idaho Limited Liability Company, is the maker of the foregoing record.

JACKIE WELSH
COMMISSION NO. 20202997
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/13/2026

Notary Public in and for the State of Idaho

My commission expires 8/13/26

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Teton)

This record was acknowledged before me on April 7, 20 23 by **Benjamin Arthur Kearsley, Manager of The Hidden AK Ranch LLC, an Idaho Limited Liability Company and Shaylee Lafon Kearsley, Member of The Hidden AK Ranch LLC, an Idaho Limited Liability Company,** and The Hidden AK Ranch LLC, an Idaho Limited Liability Company, is the maker of the foregoing record.

JACKIE WELSH
COMMISSION NO. 20202997
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/13/2026

Notary Public in and for the State of Idaho

My commission expires 8/13/26

LaserPro, Ver. 23.1.0.039 Copr. Finastra USA Corporation 1997, 2023. All Rights Reserved. - ID g:\CFI\LPL\G03.FC TR-5017557 PR-14

IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

October 24, 2023

D L EVANS BANK
PO BOX 64
RIGBY ID 83442-0064

RE: Notice of Security Interest for Water Right/Permit No(s): 22-13854 & 22-13998

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.

These rights are currently in the name of Richardson Family Properties. A Notice of Change in Water Right Ownership was received from The Total BS Ranch, LLC but was returned as deficient. A copy of that letter is enclosed.

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

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

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

October 24, 2023

THE TOTAL BS RANCH LLC
7879 S 2750 W
VICTOR ID 83455-5514

RE: Change in Ownership Water Right No(s): 22-13998 & 22-13854

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 25, 2023 for the above referenced water rights. The Notice could not be processed because the water rights need to be split and additional fees are needed.

On May 26, 2023 the Department requested additional fees from you. As of the date of this letter, the Department has not received the additional fees.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of $50 has been requested and will be mailed to DL Evans Bank under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: DL Evans Bank

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

RECEIVED
MAY 25 2023
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-13854	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-13998	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Richardson Family Properties LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Total BS Ranch LLC and/or The Hidden AK Ranch LLC
   New owner(s) as listed on the conveyance document Name connector ■ and ■ or

   7879 South 2750 West / P.O. Box 1044 (Mailing address) | Victor (City) | ID (State) | 83455 (Zip)

   208-313-3757 (Telephone) | (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.

RETURNED

5. Date you acquired the water rights and/or claims listed above: 2-14-2022.

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

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

8. Signature: _____ (Signature of new owner/claimant) | Manager / Manager (Title, if applicable) | 04-07-2023 (Date)
   Benjamin Arthur Kearsley (Print name)

   Signature: _____ (Signature of new owner/claimant) | Manager / Member (Title, if applicable) | 04-07-2023 (Date)
   Shaylee Lafon Kearsley (Print name)

For IDWR Office Use Only:

Receipted by KM Date 5.25.23 Receipt No. C116343 Receipt Amt. $25.

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

AFTER RECORDING MAIL TO:

TOTAL BS RANCH LLC
7879 S. 2750 W.
Victor, ID 83455

Instrument # 274167
TETON COUNTY, IDAHO
02-14-2022 10:31:00 No. of Pages: 1
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: $15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

For Value Received, **Ben Kearsley and Shaylee Kearsley, husband and wife** , do(es) hereby convey, release, remise, and forever quit claim unto THE **TOTAL BS RANCH LLC, an Idaho limited liability company** whose address is **7879 S.2750 W., Victor, Idaho 83455**, herein after called the Grantee, the following described premises situated in **Teton** County, **Idaho**, to-wit:

ALL OF PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

LESS AND EXCEPTING THEREFROM LOT 6 PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

together with its appurtenances.

Dated: 2-11-2022

RETURNED

Ben Kearsley

Shaylee Kearsley

STATE OF Idaho)
SS.
COUNTY OF Teton)

On this 11th day of February, 2022, before me, a Notary Public in and for said State, personally appeared **Ben Kearsley and Shaylee Kearsley**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

CHRIS L. MOSS
COMMISSION NO. 47551
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/10/2024

Notary Public of Idaho
Residing at: Driggs
Commission Expires: 7-10-2024

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 248505
TETON COUNTY, IDAHO
12-07-2017 12:18:00 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: $15.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **659530-T (tm)**

Date: **December 01, 2017**

For Value Received, **Rex Miller and RaNae Miller, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Ben Kearsley and Shaylee Kearsley, husband and wife**, hereinafter called the Grantee, whose current address is **7879 S. 2750 W., Victor, ID 83455**, the following described premises, situated in **Teton** County, **Idaho,** to-wit:

ALL OF PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

LESS AND EXCEPTING THEREFROM LOT 6 PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

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

RETURNED

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

Date: **12/01/2017** Warranty Deed - continued File No.: **659530-T (tm)**

Rex Miller by RaNae Miller as Attorney in Fact RaNae Miller

Rex Miller by RaNae Miller as Attorney In Fact

RaNae Miller

STATE OF Idaho)
SS.
COUNTY OF Twin Falls)

On this 7th **day of December, 2017**, before me, a Notary Public in and for said State, personally appeared **RaNae Miller**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

LAYNE W. PRICE
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Twin Falls
My Commission Expires: 2-1-18

RETURNED

STATE OF Idaho)
SS
COUNTY OF Twin Falls)

On this 7th **day of December, 2017**, before me, a Notary Public in and for said State, personally appeared **RaNae Miller**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **Rex Miller**, and acknowledged to me that she subscribed the name of **Rex Miller** thereto as principal, and her own name as attorney in fact.

NE W. PRICE
RY PUBLIC
OF IDAHO

LAYNE W. PRICE
NOTARY PUBLIC
STATE OF IDAHO

Notary Public of Idaho
Residing at: Twin Falls
Commission Expires: 12-1-18

Instrument # 225631
TETON COUNTY, IDAHO
12-26-2012 15:58:19 No. of Pages: 2
Recorded for: TITLE FINANCIAL SPECIALTY SERVICES
MARY LOU HANSEN Fee: $13.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, TRUSTEE'S

TFSS | TITLE FINANCIAL SPECIALTY SERVICES

84-12 42177

TRUSTEE'S DEED

Pursuant to I.C. 45-1509, First American Title Company, (herein called Trustee) as Trustee under that certain Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to **Rex Miller and RaNae Miller**, (herein called Grantee) PO Box 55, Filer, ID 83328 all of the real property situate in the County of Teton, State of Idaho, described as follows:

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 19: SW1/4SE1/4;

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: Beginning at the South quarter corner of Section 19, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; Running thence North 89°40'32" East, 1319.83 feet along the Section Line to the Southeast corner of the SW1/4SE1/4 of said Section to an iron pin point; thence North 0°02'05" East, 420.61 feet along the East line of the SW1/4SE1/4 of said section to a point; thence North 65°57'49" West, 23.04 feet, to a point; thence South 67°12'22" West 323.50 feet, to a point; thence South 84°52'42" West 288.17 feet, to a point; thence South 2°54'39" West, 68.00 feet, to a point; thence South 89°40'32" West, 719.73 feet, to the West line of the SW1/4SE1/4 of said section; thence South 0°06'24" East, 214.48 feet, to THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM the existing county road right-of-way over and across the above described property.

NOW KNOW AS:

ALL OF PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

LESS AND EXCEPTING THEREFROM LOT 5 PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

RETURNED
NOT A LEGAL COPY

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust between, Richardson Family Properties, LLC, an Idaho limited liability company, as Grantor(s), First American Title Company, Trustee, and Rex Miller and RaNae Miller, as Beneficiary, which was executed on January 30, 2007 and was recorded on January 30, 2007, as Teton County Recorder's Instrument No. 184698, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded on August 7, 2012 as Teton County Recorder's Instrument No. 223330, and in the Office of the Recorder of each other county which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises, and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in the affidavits recorded at least twenty (20) days prior to the date of sale as Teton County Recorder's Instrument Nos. 224941, 224943 & 224942.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred in paragraph (b) supra shall be and they are hereby incorporated herein for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication, and recording of Notice of Default and Notice of Sale and of all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of the Notice of Sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed said notice, at public auction, in one parcel, struck off to Grantee, **Rex Miller and RaNae Miller,** being the highest bidder therefore, the property herein described for the sum of **$642,756.93**, subject to, however, all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Trustee, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its Assistant Secretary, on this Twenty-first day of December, 2012.

FIRST AMERICAN TITLE COMPANY,

By: Dalia Martinez
Dalia Martinez, Assistant Secretary

RETURNED

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this December 21, 2012, before me, a Notary Public in and for said State, personally appeared Dalia Martinez, known or identified to me, to be the Assistant Secretary of First American Title Company, who is named as the Trustee in the above described Deed of Trust and executed the instrument on behalf of said Trustee, and acknowledged to me that said Trustee executed the same.

LISA J. TOMLABENE NOTARY PUBLIC STATE OF IDAHO

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: Nov 16, 2018

NOT A LEGAL COPY

184697

RECEIVED
JAN 30 2007
TETON CO., ID
CLERK RECORDER

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 184697
DRIGGS, TETON, IDAHO
2007-01-30 02:26:08 No. of Pages: 2
Recorded for : FIRST AMERICAN TITLE
MARY LOU HANSEN Fee: 6.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **195256-T (lb)** Date: **January 24, 2007**

For Value Received, **Rex Miller and RaNae Miller, husband and wife,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Richardson Family Properties, LLC, an Idaho Limited Liability Company**, hereinafter called the Grantee, whose current address is **PO Box 469, Victor, ID 83455**, the following described premises, situated in **Teton** County, **Idaho,** to-wit:

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 19: SW1/4SE1/4;

RETURNED

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: Beginning at the South quarter corner of Section 19, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; Running thence North 89°40'32" East, 1319.83 feet along the Section Line to the Southeast corner of the SW1/4SE1/4 of said Section to an iron pin point; thence North 0°02'05" East, 420.61 feet along the east line of the SW1/4SE1/4 of said section to a point; thence North 65°57'49" West, 23.04 feet, to a point; thence South 67°12'22" West 323.50 feet, to a point; thence South 24°52'42" West 288.17 feet, to a point; thence South 2°54'39" West, 68.00 feet, to a point; thence South 89°40'32" West, 710.73 feet, to the West line of the SW1/4SE1/4 of said section; thence South 0°06'24" East, 214.48 feet, to THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM the existing county road right-of-way over and across the above described property.

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

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

NOT A LEGAL COPY

Rex Miller

RaNae Miller

STATE OF Idaho)
SS.
COUNTY OF Twin Falls)

On this 29th **day of January, 2007**, before me, a Notary Public in and for said State, personally appeared **Rex Miller and RaNae Miller**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of Idaho
Residing at: Twin Falls
My Commission Expires: 12-1-12

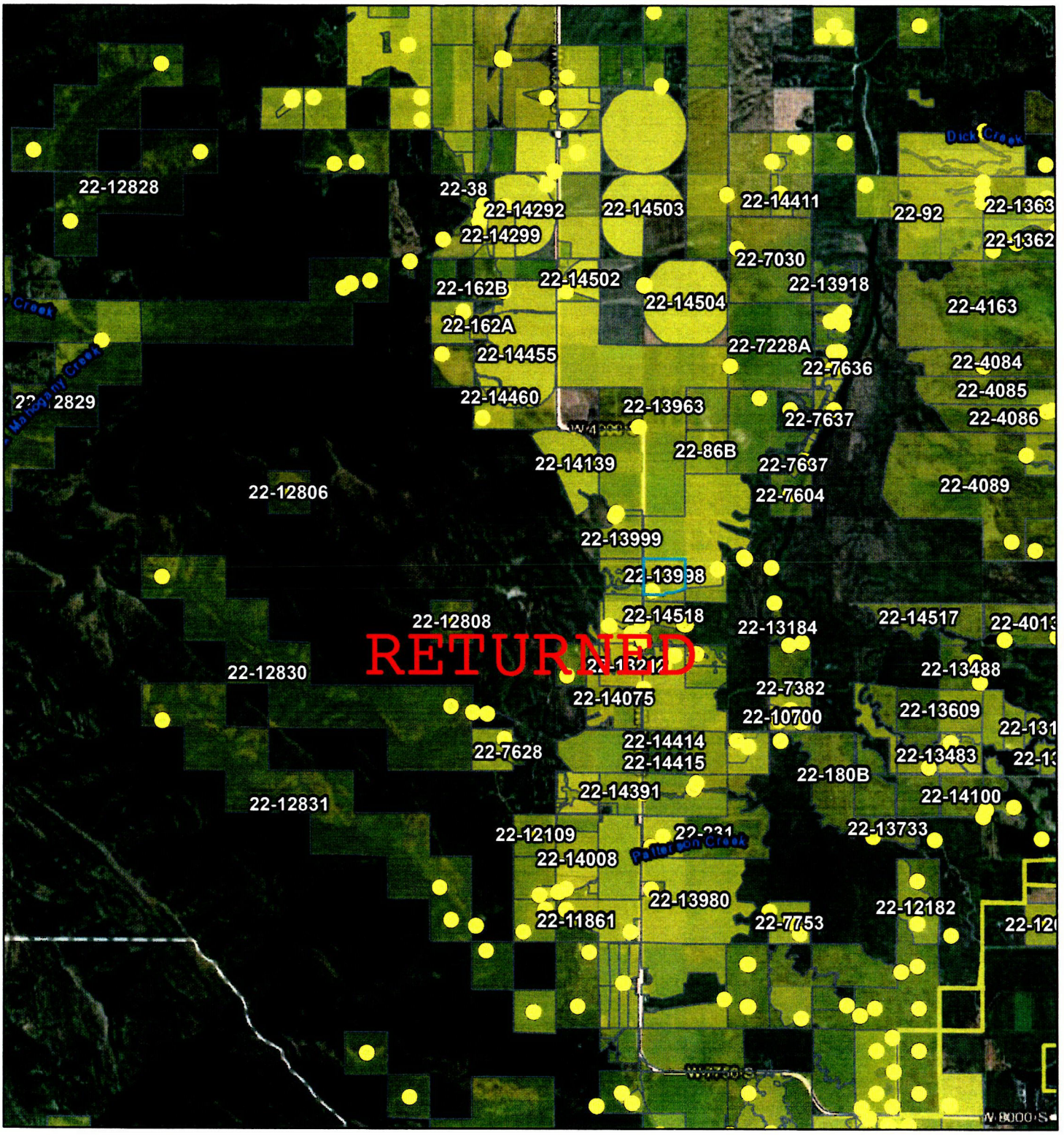
LAYNE W. PRICE
NOTARY PUBLIC
STATE OF IDAHO

RETURNED

NOT A LEGAL COPY

184697

Water Rights



4/10/2023, 5:20:22 PM

1:72,224

0 0.45 0.9 1.8 mi

0 0.5 1 2 km

POD - Water Rights

POU - Water Rights

All Other POU (non-provider)

Irrigation Providers and Municipal Service Areas

Esri, HERE, Garmin, Esri, HERE, Earthstar Geographics

Idaho Department of Water Resources

Esri, HERE | Earthstar Geographics | USGS TNM – National Hydrography Dataset. Data Refreshed April, 2023. | IDWR | Idaho Department of Water Resources (IDWR)



RETURNED

0 150 300ft

AFTER RECORDING MAIL TO:

Hidden AK Ranch LLC
7879 South 2750 West
Victor, ID 83455

Instrument # 274170
TETON COUNTY, IDAHO
02-14-2022 10:31:00 No. of Pages: 1
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: $15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

For Value Received, **Benjamin Arthur Kearsley and Shaylee Lafon Kearsley, husband and wife,** do(es) hereby convey, release, remise, and forever quit claim unto THE **Hidden AK Ranch LLC, an Idaho limited liability company** whose address is **7879 South 2750 West, Victor, Idaho 83455**, herein after called the Grantee, the following described premises situated in **Teton** County, **Idaho**, to-wit:

The W½ SW¼ SE¼ and the W½ E½ SW¼ SE¼ of Section 4, Township 3 North, Range 45 E., B.M. Teton County, Idaho being further described as:

Commencing at the S1/4 corner of said Section 4 and running N 00°12'28" W., 1319.64 feet along the West line of the SE1/4 of said Section 4 to the NW corner of the SW1/4 SE1/4 of said Section 4; Thence S 89°24'45" E., 991.65 feet along the North line of the SW1/4 SE1/4 of said Section 4 to a point; Thence S 00°12'01" E., 1319.66 feet to a point on the Southern section line of said Section 4; Thence N 89°24'39" W., 991.48 feet along the Southern section line of said Section 4 to the point of beginning.

together with its appurtenances.

Dated: 2-11-22

RETURNED

By: _____
Benjamin Arthur Kearsley

By: _____
Shaylee Lafon Kearsley

STATE OF Idaho)
ss.
COUNTY OF Teton)

On this 11th day of February, 2022, before me, a Notary Public in and for said State, personally appeared **Benjamin Arthur Kearsley and Shaylee Lafon Kearsley**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

CHRIS L. MOSS
COMMISSION NO. 47551
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/10/2024

_____
Notary Public of Idaho
Residing at: Driggs
Commission Expires: 7-10-2024

AFTER RECORDING MAIL TO:

Hidden AK Ranch LLC
7879 South 2750 West
Victor, ID 83455

Instrument # 274171
TETON COUNTY, IDAHO
02-14-2022 10:31:00 No. of Pages: 1
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: $15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

For Value Received, **Benjamin Arthur Kearsley and Shaylee Lafon Kearsley, husband and wife**, do(es) hereby convey, release, remise, and forever quit claim unto THE **Hidden AK Ranch LLC, an Idaho limited liability company** whose address is **7879 South 2750 West, Victor, Idaho 83455**, herein after called the Grantee, thefollowing described premises situated in **Teton** County, **Idaho**, to-wit:

Beginning at the C¼ corner of Section 4, TWP. 3N, Rng. 45 E., B.M. Teton County, Idaho and running S89°24'51" E., 70.43 feet more or less to the East line of Trail Creek; thence Southeasterly along the East line of Trail Creek to a point North 87.0 feet from the NE corner of the SW¼SE¼ of said Section 4; thence South 87.0 feet to the NE Corner of the SW¼SE¼ of Section 4; thence N89°24'45" W., 1322.20 feet to the NW corner of the SW¼SE¼ of said Section 4; thence N00°12'28" W., 1319.64 feet to the point of beginning.

together with its appurtenances.

Dated: 2-11-22

By: _____
Benjamin Arthur Kearsley

By: _____
Shaylee Lafon Kearsley

RETURNED

STATE OF Idaho)
ss.
COUNTY OF Teton)

On this 11th day of February, 2022, before me, a Notary Public in and for said State, personally appeared **Benjamin Arthur Kearsley and Shaylee Lafon Kearsley**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

CHRIS L. MOSS
COMMISSION NO. 47551
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/10/2024

_____
Notary Public of Idaho
Residing at: Driggs
Commission Expires: 7-10-2024

Idaho Department of Water Resources Receipt

Receipt ID: C116343

Payment Amount	$100.00	Date Received	5/25/2023	Region	STATE
Payment Type	Check	Check Number	7451		
Payer	D. L. EVANS BANK				

Comments

CHANGE OF OWNERSHIP
WR # 22-13854, 22-13998
FOR: THE TOTAL BS RANCH LC AND/OR THE HIDDENAK RANCH LLC
*
NOTICE OF SECURITY INTEREST IN A WATER RIGHT
FOR: D. L. EVANS BANK
FOR: THE TOTAL BS RANCH LLC AND/OR THE HIDDENAK RANCH LLC
ADDRESS: 7879 SOUTH 2750 WEST / PO BOX 1044., VICTOR ID 83455
Expires: 03.20.2038
WR# 22-13854, 22-13998
DOCUMENT NUMBER: D230706

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155
$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155

Signature Line (Department Representative)

Please refund $50 to:

DL Evans Bank
PO Box 64
Rigby ID 83442

The ownership change was returned un-processed.

Thanks.

Jean

Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, October 24, 2023 1:09 PM
To: IdwrPayable
Subject: refund
Attachments: DL Evans Bank- Total BS Ranch.docx

Please process the attached refund. Thank you.

Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942

IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Gary Spackman

May 26, 2023

THE TOTAL BS RANCH LLC
7879 S 2750 W
VICTOR ID 83455-5514

RE: Change in Ownership Water Right No(s): 22-13998, 22-13854

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Filing Fee of $100 per water right for changes resulting from division of a water right. You were conveyed all of Pitchfork Planned Unit Development excepting Lot 6. Because Lot 6 is included in the place of use for water rights 22-13854 & 22-13998, the Department will need to split the rights.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 per water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the additional filing fee for your notice will be **$175.**

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: DL Evans Bank