

RECEIVED

NOV 14 2022

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

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

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	35-4024			
	35-7309			

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

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

The Bank of Commerce

P.O. Box 1046

Blackfoot ID 83221

Phone (208)785-6843

Email erin.adams@bofc.bank

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

VO 1 LLC

5. Expiration Date of Notification Period

7/15/2032

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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



Title, if applicable

Loan Operations

For Office Use Only

Returned Unprocessed 11/16/2022

Received by JB

Date

11/14/2022

Receipt No.

5048723

Fee

\$50.-

Processed by AJ

Date

WR

Date

SUPPORT DATA

IN FILE # 35-4024

Instrument # 750411
BINGHAM COUNTY, IDAHO
2022-11-01 09:30:35 AM No. of Pages: 10
Recorded for: TITLEONE - TWIN FALLS
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE
Electronically Recorded by Simplifile

Instrument # 750324
BINGHAM COUNTY, IDAHO
2022-10-28 03:38:19 PM No. of Pages: 9
Recorded for: TITLEONE - TWIN FALLS
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE
Electronically Recorded by Simplifile

This is being re-recorded to correct legal description

#22464331

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013813908

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on October 28, 2022 between the mortgagor(s) VO 1 LLC, an Idaho Limited Liability Company, AS TO PARCEL 1, whose address is 891 WEST 100 NORTH, BLACKFOOT, Idaho 83221, STEVEN E. VAN ORDEN, HUSBAND; AS TO PARCEL 2, whose address is 891 WEST 100 NORTH, BLACKFOOT, Idaho 83221, and MICHELLE VAN ORDEN, WIFE; AS TO PARCEL 2, whose address is 891 WEST 100 NORTH, BLACKFOOT, Idaho 83221 ("Mortgagor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor owes Lender the principal sum of Six Hundred Nine Thousand Eight Hundred Thirty-seven and 50/100 Dollars (U.S. \$609,837.50), which is evidenced by the promissory note dated October 28, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Six Hundred Nine Thousand Eight Hundred Thirty-seven and 50/100 Dollars (U.S. \$609,837.50) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Bingham, State of Idaho:

Address: PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH., RANGE 35 EAST B.M. AND TOWNSHIP 3 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BINGHAM COUNTY, Idaho 83221

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. ALL IRRIGATION EQUIPMENT INCLUDING BUT NOT LIMITED TO: ALL SPRINKLER EQUIPMENT, INCLUDING PUMPS, MOTORS, BURIED AND PORTABLE MAINLINE, PANELS, PIVOTS, AND ALL OTHER LINES NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR THAT NOW OR HEREAFTER ARE LOCATED ON, AFFIXED OR ATTACHED TO, OR INCORPORATED IN THE LAND. INCLUDING BUT NOT LIMITED TO 3 FOUR-TOWER LOCKWOOD PIVOTS WITH UPDATED VALLEY CONTROLS; 1 QUARTER-MILE WHEEL LINE; 3 CORNERS WITH SOLID-SET HANDLINES; 1 WELL: 75 HORSEPOWER GENERAL ELECTRIC MOTOR ON JOHNSTON TURBINE-STYLE PUMP; BURIED PVC MAINLINE. ALSO WATER RIGHT #35-4024, DECREE, 4/1953 PRIORITY DATE, GROUND WATER, 1 CFS, OVER 50 ACRES; WATER RIGHT #35-7309, DECREE 7/1973 PRIORITY DATE, GROUND WATER, 1 CFS, OVER 50. 6.75 WATER STOCK SHARES IN THE CORBETT SLOUGH DITCH COMPANY AND 35 WATER STOCK SHARES IN THE DIPPLE CANAL

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir

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Commercial Real Estate Security Instrument - DL4007

Page 1 of 8

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This is being re-recorded to correct legal description

(Space Above This Line For Recording Data)

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Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir



sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY MORTGAGE**.

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

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from VO 1 LLC, STEVEN E. VANORDEN, and MICHELLE JANETTE VANORDEN to The Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on July 15, 2032.

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

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

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

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

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

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

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

without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

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

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

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

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

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

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

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

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

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

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

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

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

become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

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

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

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

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

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

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

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

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

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

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

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

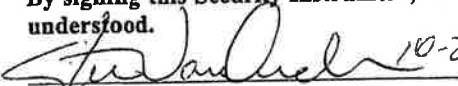
SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will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

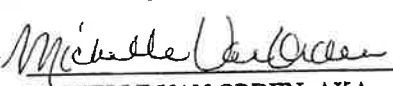
ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

NOTICE

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

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

 10-28-22
STEVEN E. VAN ORDEN, AKA Date
STEVEN E. VANORDEN

 10-28-22
MICHELLE VAN ORDEN, AKA Date
MICHELLE JANETTE
VANORDEN

VO 1 LLC

Steven E. Vanorden 10-28-22

By: STEVEN E. VANORDEN

Date

Its: Managing Member

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF Bonneville)

On this the OCTOBER 28, 2022, before me, Angie Manning, personally appeared STEVEN E. VAN ORDEN, HUSBAND; AS TO PARCEL 2, and MICHELLE VAN ORDEN, WIFE; AS TO PARCEL 2, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 06-14-2027

residing at

Bonneville County, ID

202-12815

Identification Number

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF Bonnaville)

On this the OCTOBER 28, 2022, before me, Angie Manning, a
NOTARY PUBLIC, personally appeared STEVEN E. VANORDEN, Managing Member on behalf of
VO 1 LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the
basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who
acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the
foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by
himself/herself as Managing Member of VO 1 LLC, and that the foregoing instrument is the voluntary act and
deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 06/14/2027

residing at

BONNAVILLE COUNTY, ID
20212815

Identification Number

(Official Seal)



THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot, ID 83221-0000

EXHIBIT A

2

Part of the NE 1/4 of the SE 1/4 of section 34, Township 3 S., Range 35 East B.M. Bingham County, Idaho described as:

Commencing at the E 1/4 Corner of said section 34; Thence S 00° 12' 08" W 172.36 feet along the East line of said Section 34 to the Point of Beginning; Thence continuing along said east line, S 00° 12' 08" W 260.00 feet; Thence, N 89° 49' 42" W 161.00 feet; Thence, S 00° 12' 08" W 184.52 feet to the centerline of the Dippel Lateral; Thence along said Lateral the following seven (7) courses, (1) S 69° 27' 25" W 146.47 feet; (2) Thence, S 63° 25' 53" W 117.33 feet; (3) Thence, S 62° 12' 02" W 108.22 feet; (4) Thence, S 74° 59' 00" W 41.18 feet; (5) Thence, S 87° 23' 56" W 93.06 feet; (6) Thence, S 84° 08' 20" W 29.82 feet; (7) Thence, S 74° 11' 14" W 117.13 feet; Thence N 49° 00' 01" W 707.36 feet to the east line of the Pheasant Hollow developments; Thence along said east line, N 00° 34' 15" E 358.67 feet to the C1/4 of said Section; Thence along said east-west center section line, S 89° 54' 23" E 1051.86 feet; Thence, S 00° 13' 33" W 171.44 feet; Thence, S 89° 45' 02" E 254.53 feet; to the Point of Beginning.

Parcel 2:

TOWNSHIP 3 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO.
SECTION 20: SW1/4SW1/4 AND GOVERNMENT LOTS 5 AND 13 EXCEPTING THEREFROM:
COMMENCING AT THE NW CORNER OF SAID SW1/4SW1/4; THENCE E. 130 FEET; THENCE S. 260 FEET; THENCE W. 130 FEET; THENCE N. 260 FEET TO THE PLACE OF BEGINNING.
ALSO EXCEPT: BEGINNING AT THE SW CORNER OF SAID SECTION 20; THENCE N. ALONG THE W. LINE OF SAID SECTION 20, A DISTANCE OF 200 FEET; THENCE E. 200 FEET; THENCE S. 200 FEET, TO THE S. LINE OF SAID SECTION 20; THENCE W. 200 FEET TO THE POINT OF BEGINNING.

Initial: SVD

Initial: MUD

COPY



Instrument # 750323

BINGHAM COUNTY, IDAHO
2022-10-28 03:38:19 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Order Number: 22464331

Warranty Deed

For value received,

Prestige Investments, LLC an Idaho Limited Liability Company

the grantor, does hereby grant, bargain, sell, and convey unto

VO 1 LLC, an Idaho Limited Liability Company

whose current address is 891 W 100 N, Blackfoot, ID 83221

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

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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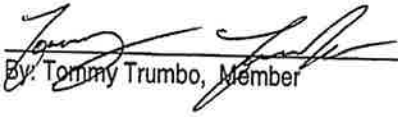
Order Number: 22464331

Warranty Deed - Page 1 of 3

Dated: October 26, 2022

Prestige Investments, LLC an Idaho Limited Liability Company


By: Chase Bertoni, Member


By: Tommy Trumbo, Member

State of Idaho, County of Twin Falls, ss.

On this 27 day of October 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Chase Bertoni and Tommy Trumbo, known or identified to me to be the members of the limited liability company that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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


Notary Public
Residing In: Twin Falls
My Commission Expires: May 12, 2026

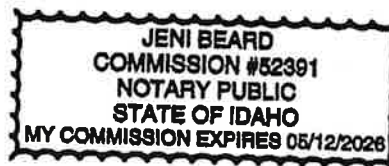


EXHIBIT A

Part of the NE 1/4 of the SE 1/4 of section 34, Township 3S., Range 35 East B.M. Bingham County, Idaho described as:

Commencing at the E 1/4 Corner of said section 34: Thence S 00° 12' 08" W 172.36 feet along the East line of said Section 34 to the Point of Beginning; Thence continuing along said east line, S 00° 12' 08" W 260.00 feet; Thence, N 89° 49' 42" W 161.00 feet; Thence, S 00° 12' 08" W 184.52 feet to the centerline of the Dippel Lateral; Thence along said Lateral the following seven (7) courses, (1) S 69° 27' 25" W 146.47 feet; (2) Thence, S 63° 25' 53" W 117.33 feet; (3) Thence, S 62° 12' 02" W 108.22 feet; (4) Thence, S 74° 59' 00" W 41.18 feet; (5) Thence, S 87° 23' 56" W 93.06 feet; (6) Thence, S 84° 08' 20" W 29.82 feet; (7) Thence, S 74° 11' 14" W 117.13 feet; Thence N 49° 00' 01" W 707.36 feet to the east line of the Pheasant Hollow developments; Thence along said east line, N 00° 34' 15" E 358.67 feet to the C1/4 of said Section; Thence along said east-west center section line, S 89° 54' 23" E 1051.86 feet; Thence, S 00° 13' 33" W 171.44 feet; Thence, S 89° 45' 02" E 254.53 feet; to the Point of Beginning.



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

November 16, 2022

THE BANK OF COMMERCE
PO BOX 1046
BLACKFOOT ID 83221

RE: Change in Ownership/Security Interest Water Right No. 35-4024, 35-7309

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership on November 14, 2022 for the above mentioned water rights. The Notice could not be processed because the water right does not appear to be appurtenant to your property. The place of use of the water rights are in Section 20 Township 3 South Range 34 East, the property purchased is in Section 34, Township 3 South Range 35 East. If you feel this is an error, please contact the department.

Because the department is returning your application you are entitled to a full refund. The department has initiated the refund and it should arrive from the state office in couple of weeks.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

cc: VO 1

From: [Barg, Jonie](#)
To: [IdwrPayable](#)
Subject: Refund Request
Date: Friday, November 18, 2022 10:26:00 AM
Attachments: [Receipt\(2\).pdf](#)
[Receipt\(1\).pdf](#)

Good afternoon!

I have a refund request as follows:

Receipt number: E048722 & E048723
Amount: \$50.00 (full refund both receipts)
Payable to THE BANK OF COMMERCE
PO BOX 1046
BLACKFOOT ID 83221

Reason: Ownership Change/Security Interest filed for 2 water rights, paid \$100.00. Water Rights are not appurtenant to the property purchased, therefore the ownership change/security interest could not be complete and the applicant is entitled to a full refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov