

RECEIVED

OCT 13 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES Department 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.
	25-13372 <i>OK</i>			

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

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

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

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

The Bank of Commerce

3113 S 25 E

Idaho Falls, ID 83406

Phone 208 525-9108

Email tyson.sheppard@bofc.bank

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

Idaho Falls Country Club **INC.**

5. Expiration Date of Notification Period

OCTOBER 01, 2024

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

Tyson Sheppard
Loan Officer

For Office Use Only

Received by *CAH*

Date *10/13/22*

Receipt No. *E048623*

Fee *\$25.00*

Processed by AJ

Date

WR *JB*

Date

10/20/2022

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010808784

COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on October 3, 2022 by the grantor(s) IDAHO FALLS COUNTRY CLUB, AN IDAHO CORPORATION, whose address is 11611 SOUTH COUNTRY CLUB ROAD, IDAHO FALLS, Idaho 83404-7848 ("Grantor"). The trustee is AMERITITLE, LLC, whose address is 1650 ELK CREEK DRIVE, IDAHO FALLS, ID 83404 ("Trustee"). The beneficiary is The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender"), which is organized and existing under the laws of the State of Idaho. Grantor owes Lender the principal sum of Eight Hundred Fifty-five Thousand and 00/100 Dollars (U.S. \$855,000.00), which is evidenced by the promissory note dated October 3, 2022. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Eight Hundred Fifty-five Thousand and 00/100 Dollars (U.S. \$855,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Bonneville, State of Idaho:

Address: 11611 SOUTH COUNTRY CLUB ROAD, IDAHO FALLS, Idaho 83404

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH ALL IMPROVEMENTS, FIXTURES, EQUIPMENT, CONSTRUCTION MATERIALS, AND OTHER ARTICLES OF PERSONAL PROPERTY NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR(S) THAT NOW OR HEREAFTER ARE LOCATED ON, AFFIXED OR ATTACHED TO, OR INCORPORATED IN THE LAND, INCLUDING ALL IRRIGATION PUMPS, MOTORS, PIPES, SPRINKLERS AND OTHER IRRIGATION EQUIPMENT. WATER RIGHT 25-13375

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

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security



Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from IDAHO FALLS COUNTRY CLUB, INC. 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 October 1, 2024.

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. Grantor, 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. Grantor 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, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor 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. Grantor 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. Grantor 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. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor 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. Grantor 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. Grantor 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. Grantor 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 Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor 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 Grantor 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. Grantor 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. Grantor 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 Grantor; (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 Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor 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. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

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 Grantor 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 Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor 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 Grantor is not in default, Grantor 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 Grantor, 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. Grantor 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, Grantor 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. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor'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 Grantor. This power of attorney shall not be affected by the disability of the Grantor.

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 Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Grantor 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 Grantor, 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. Grantor 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.

SUBSTITUTE TRUSTEE. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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 Grantor.

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, Grantor 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. Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor 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 Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

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

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

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

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

NOTICE

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

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

IDAHO FALLS COUNTRY CLUB, INC.

Harold McFarlane 10/3/22

By: HAROLD MCFARLANE

Date

Its: President

By: ANTHONY NICKENS

Date

Its: Secretary

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF Bonneville)

On this the 3rd of October 2022, before me, Sami Jo Schlenker, a Notary Public, personally appeared HAROLD MCFARLANE, President and ANTHONY NICKENS, Secretary on behalf of IDAHO FALLS COUNTRY CLUB, INC., an Idaho Corporation, to me personally known or who having proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed within this instrument and who acknowledged that they hold the positions set forth and that they being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by themselves as President and Secretary of IDAHO FALLS COUNTRY CLUB, INC..

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

My commission expires: Nov. 16, 2023

residing at

IDAHO FALLS, IDAHO
83401

Identification Number

(Official Seal)



THIS INSTRUMENT PREPARED BY:

The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

AFTER RECORDING RETURN TO:

The Bank of Commerce
3113 South 25th East
Idaho Falls, ID 83406-0000

EXHIBIT "A"

Tract 1:

Beginning at the Southeast Corner of Lot 9, Block 12, FIRST AMENDED PLAT OF HOLIDAY HILLS SUBDIVISION, DIVISION NO. 2 to the County of Bonneville, State of Idaho, according to the recorded plat thereof (previously known as the Southeast Corner of Lot 7, Block 12, Holiday Hills Subdivision, Division No. 2, to the County of Bonneville, State of Idaho, according to the recorded plat thereof); running thence South $86^{\circ}27'50''$ West along the South side of said Lot 9, 160.02 feet; thence South $6^{\circ}50'51''$ East 86.13 feet to a point on a curve with a radius of 45.00 feet and a tangent that bears North $84^{\circ}00'15''$ East; thence to the right along said curve 96.76 feet to a point on the South line of Section 21, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; thence South $89^{\circ}11'10''$ East along the said South line 105.09 feet; thence North $0^{\circ}07'34''$ West 162.20 feet to a point of beginning.

Tract 2:

Beginning at a point that is North 769.88 feet and West 415.58 feet from the Southeast Corner, Section 21, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence North 15° East 100.00 feet; thence North 86° West 100.00 feet; thence South $35^{\circ}30'06''$ East 127.22 feet to the point of beginning.

Tract 3:

Beginning at a point that is North 912.50 feet and West 1047.98 feet from the Southeast Corner of Section 21, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence North $78^{\circ}38'40''$ W 295.99 feet; thence South $63^{\circ}36'04''$ W 222.31 feet; thence North 55° East 183.96 feet; thence North 84° East 330.00 feet; thence South 6° East 100.00 feet to the point of beginning.

Tract 4:

Beginning at a point that is North 26.85 feet and West 1889.85 feet from the Southeast Corner of Section 21, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence North 20.62 feet; thence North $10^{\circ}30'$ West 336.86 feet; thence South $37^{\circ}56'48''$ East 63.50 feet; thence South $12^{\circ}11'36''$ East 182.80 feet; thence South $7^{\circ}31'50''$ West 124.15 feet to the point of beginning.

Tract 5:

Beginning at point that is South 301.14 feet and West 1889.85 feet from the Northeast Corner, Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence South 71.40 feet;

thence South 52° East 43.80 feet; thence North 19°19'50" West 104.25 feet to the point of beginning.

Tract 6:

Beginning at a point that is South 620.48 feet and West 1572.51 feet from the Northeast Corner, Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence South 65°44'42" East 44.99 feet; thence South 69° West 12.46 feet; thence North 52° West 37.30 feet to the point of beginning.

Tract 7:

Beginning at a point that is South 278.56 feet and West 592.60 feet from the Northeast Corner of Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence North 56°47'42" West 70.99 feet; thence South 61.68 feet; thence North 69° East 63.63 feet to the point of beginning.

Tract 8:

Beginning at a point that is South 365.96 feet and West 459.05 feet from the Northeast Corner of Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence North 56°47'42" West 61.99 feet; thence South 45° East 63.33 feet; thence North 33°12'18" East 12.94 feet to the point of beginning.

Tract 9:

Beginning at a point which is N89°11'10" W along the North Section line, 1980.0 feet and South 730.0 feet from the Northeast corner of said Section 28; thence South 730.0 feet from the Northeast corner of said Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; thence South 700.0 feet; thence West 361.24 feet; thence North 5° East 702.67 feet; thence East 300.0 feet to the point of beginning.

Tract 10:

Beginning at a point which is North 89°11'10" West along the North section line 1980.0 feet and South 730.00 feet from the Northeast corner of said Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; thence South 240.0 feet; thence East 750.0 feet; thence North 53°30' East 950.0 feet; thence North 45° West 150.00 feet; thence South 69° West 1040.0 feet; thence North 52° West 440.0 feet; thence North 420.0 feet; thence North 10°30' West 520.0 feet; North 55° East 730.0 feet; thence North 84° East 330.0 feet; thence South 6° East 100.0 feet; thence South 86° East 660.00 feet; thence South 15° 1000.0 feet; thence South 45° East 290.0 feet; thence North 23°30' East 600.0 feet; thence North 0°17'10" East 740.0 feet; thence North 33° West 240.0 feet; thence South 87°30' West 570.0 feet; thence North 2°30' West 130.0 feet; thence North 89°55'20" West 660.0 feet; thence South 43° West

900.0 feet; thence South 600.0 feet; thence West 320.0 feet; thence South 450.0 feet; thence North 48° West 630.0 feet; thence West 140.0 feet; thence South 31° West 900.0 feet; thence South 59° East 200.0 feet; thence North 55° East 170.0 feet; thence South 55°30' East 500.0 feet; thence South 15° West 950.0 feet; thence South 51° East 378.79 feet; thence North 30° East 530.98 feet; thence North 20° East 350.27 feet; thence North 62°45'40" East 64.16 feet; thence North 5° East 702.67 feet; thence East 300.0 feet to the point of beginning.

Tract 11:

Beginning at a point that is North 89°11'10" West 1980 feet along the Section line and South 1422.50 feet from the Northeast Corner of said Section 28 Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence South 7.50 feet; thence West 147.35 feet; thence South 8°47'23" West 214.76 feet; thence South 76°41'01" East 561.52 feet; thence North 11°05'18" West 100.98 feet; thence North 35°49'12" West 156.19 feet; thence North 55°17'24" West 164.45 feet; thence North 76°08'06" West 123.84 feet to the point of beginning.

Tract 12

Beginning at a point that is S0°48'50"W 121.63 feet along the Southerly extension o the East line of Lot 3 and 4, Block 14, HOLIDAY HILLS SUBDIVISION, DIVISION NO. 2, to the County of Bonneville, State of Idaho, according to the recorded plat thereof; running thence S0°48'50"W 35.00 feet; thence N48°00'00"W 100.00 feet; thence S56°53'44"E 81.34 feet to the point of beginning.

Tract 13:

Beginning at the Northeast Corner of the FIRST AMENDED PLAT OF COUNTRY CLUB HILL, DIVISION NO. 2 to the County of Bonneville, State of Idaho, according to the recorded plat thereof, being on the easterly right-of-way line of Country Club Drive; running thence South 02°32'08" East along said Easterly Right of Way line 197.40; thence South 76°41'01" East 65.25 feet to the Southwest Corner of the property listed under instrument no. 464244 in the office of the recorder, Bonneville County, Idaho; thence North 08°47'23" East along the West line of the property 214.76 feet to the South line of the property listed under instrument No. 345516 in the office of the recorder, Bonneville County, Idaho; thence West along said South line 105.05 feet to the point of beginning.

Tract 14:

Beginning at a point that is North 89°11'10" West along the North section line 1980.0 feet and South 970.0 feet from the Northeast Corner of said Section 28 Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence South 452.50 feet; thence South 76°08'06" East

123.84 feet; thence South 55°17'24" East 164.45 feet; thence South 35°49'12" East 156.19 feet; thence South 11°05'18" East 150.94 feet; thence South 8°58'0" West 398.83 feet; thence South 18°07'42" West 359.40 feet; thence South 30°24'12" West 833.03 feet; thence South 67°25'24" West 100.40 feet; thence South 9°30'30" East 111.53 feet; thence South 46°16'0" East 676.10 feet; thence South 3°57'24" East 529.04 feet; thence South 52°50'30" East 273.09 feet; thence North 34°33'54" East 351.46 feet; North 23°0'24" East 422.46 feet; thence North 19°48'12" West 384.81 feet; thence North 18°51'42" West 415.70 feet; thence North 14°19'36" East 210.61 feet; thence South 34°22' East 646.32 feet; thence North 70°04'18" East 116.70 feet; thence North 61°13'54" East 141.00 feet; thence North 32°54' East 589.43 feet; thence North 38°06'30" East 287.92 feet; thence North 70°37'48" West 592.50 feet; thence north 48°10'36" West 140.10 feet; thence North 8°15'54" East 201.69 feet; thence North 11°22'30" East 408.92 feet; thence North 50°33'42" East 255.70 feet; thence North 28°19'12" West 118.62 feet; thence North 53°13'54" West 744.52 feet; thence North 9°02'36" West 77.94 feet; thence West 675.30 feet to the point of beginning.

EXCEPTING THEREFROM: a 30 foot wide access easement described as follows:

Beginning at a point that is North 89°11'10" West 681.79 feet along the section line and South 2794.67 feet from the Northeast Corner of said Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho said point also being South 67°43'30" West 430.61 feet from the most Easterly corner of the adjacent property of the Idaho Falls Country Club and running thence South 86°56'36" East 176.00 feet; thence North 58°20'20" East 198.85 feet to the Southeasterly boundary line of said Idaho Falls Country Club; thence North 38°06'30" East along said boundary 86.69 feet to said most Easterly Corner; thence South 58°20'20" West 270.81 feet; thence North 86°56'36" West 240.21 feet; thence South 64°45'36" East 79.46 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point that is North 89°11'10" West 681.79 feet along the section line and South 2794.67 feet from the Northeast Corner of said Section 28, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho said point also being South 67°43'30" West 430.61 feet from the most Easterly corner of the adjacent property of the Idaho Falls Country Club and running thence South 14°53'24" West 156.30 feet; thence South 60°04'54" West 180.09 feet; thence North 58°39'24" West 185.04 feet; thence North 76°53'06" West 107.40 feet; thence North 11°42'42" East 312.58 feet; thence South 64°54'18" East 216.18 feet; thence South 64°45'36" East 220.75 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: That certain property deed to Bonneville County as described in the certain Quitclaim Deed, recorded as September 9, 1980 as Recorder's No. 592671, records of Bonneville County, Idaho.

ALSO EXCEPTING THEREFROM: Any portion of the above described property included in the boundaries of HOLIDAY HILLS SUBDIVISIONS 1, 2, and 5 to the County of Bonneville, State of Idaho, according to the recorded plat thereof and COUNTRY CLUB SUBDIVISIONS 1 and 2 o the County of Bonneville, State of Idaho, according to the recorded plat thereof.

ALSO EXCEPTING THEREFROM: any portion of county roads or right of ways.

Tract 15:

Lot 9, Block 12, First Amended Plat of HOLIDAY HILLS SUBDIVISION, DIVISION NO. 2, to the County of Bonneville, State of Idaho, according to the recorded plat thereof.



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

October 20, 2022

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

RE: Notice of Security Interest for Water Right/Permit No(s): 25-13372

Dear Security Interest Holder:

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: IDAHO FALLS COUNTRY CLUB INC