

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.

RECEIVED
FEB 27 2023
DEPARTMENT OF
WATER RESOURCES

Completed
3/31/23
AP
DE

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
1-95	13-992		
11-262	13-4076		
13-955	13-7288		
13-956	13-7297		
13-991			

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

SUPPORT DATA
IN FILE # 1-95

State Of Idaho

Idaho Water Resource Board

PO Box 83720

Boise, ID 83720-0098

Phone 208-287-4800

Email IWRB2@idwr.idaho.gov

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

Last Chance Canal Company

5. Expiration Date of Notification Period

July 20, 2035

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable


Executive Officer, Idaho Water Resource Board

For Office Use Only

Received by _____ Date _____ Receipt No. _____ Fee _____

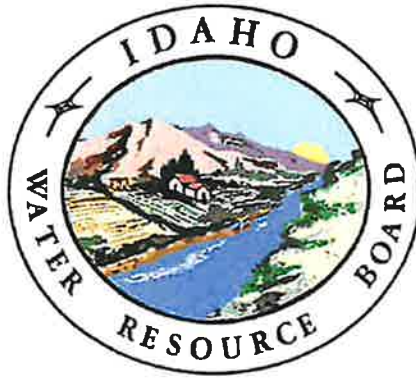
Processed by AJ _____ Date _____ WR _____ Date _____

SCANNED

MAY 24 2023

Contract No. IWRB1005

**STATE OF IDAHO
WATER RESOURCE BOARD**



REVOLVING DEVELOPMENT ACCOUNT LOAN CONTRACT

with the

LAST CHANCE CANAL COMPANY

for the

DIVERSION DAM AND CANAL INLET STRUCTURE

IWRB loan contract

SCANNED

MAY 24 2023

**STATE OF IDAHO
WATER RESOURCE BOARD**



REVOLVING DEVELOPMENT ACCOUNT LOAN CONTRACT AGREEMENT

LOAN CONTRACT dated July 20, 2015 between the **IDAHO WATER RESOURCE BOARD** (Board) and the **LAST CHANCE CANAL COMPANY** (Sponsor).

This loan provides financing to construct a water project that has met the criteria of the Board. The loan shall be used for the following purpose(s): To build a diversion dam and canal inlet structure as described in Article 2 below.

INTRODUCTORY PROVISIONS

Article 1. DEFINITIONS - When used in this contract, the following terms shall have the meanings hereinafter set forth:

- a. "Project Feasibility Report" means the engineering reports and supporting data.
- b. "Project" means all works and facilities proposed to be constructed by the Sponsor as described in Article 2 Project Description.
- c. "System" means the water supply, storage, and delivery facilities owned and operated by the Sponsor.
- d. "Loan commitment" means the maximum sum of money that the Board agrees to loan to the Sponsor under this contract as provided in Article 3 hereof.
- e. "Year" means fiscal year beginning July 1 and ending June 30 of the year following.
- f. "Quarter" means any period of three months beginning on the first day of July, October, January, or April in any fiscal year.

Article 2. PROJECT DESCRIPTION - The project shall consist of the Sponsor removal of the existing timber crib diversion dam and canal inlet structure and constructing a new concrete diversion dam and concrete canal inlet structure, and the replacement of two canal gates and one channel return gate. The funds provided under this contract shall not be used for any other purpose without the approval of the Board.

Article 3. TERM OF CONTRACT - This contract shall be effective when executed and remain in effect until the principal amount of the loan, all interest thereon, and any money owed to the Board under this contract has been paid in full.

LOAN PROVISIONS

Article 4. MAXIMUM LOAN AMOUNT - The Board will loan to the Sponsor in accordance with the provisions of this contract a sum of money not to exceed **TWO-MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** at the rate of interest specified herein.

Article 5. DISBURSEMENT OF FUNDS

- a. Disbursements - The loan commitment shall be disbursed in the following manner:

(1) Disbursement of the funds will be allowed upon completion of the following items:

- Shall provide acceptable security for the loan to the IWRB including but not limited to the Company's water right, and irrigation facilities.
- Shall establish a reserve account in an amount equal to one annual loan payment of \$190,000.00 for the duration of the loan.

- (2) Disbursements are to be based on construction progress, based on actual bills or invoices submitted to the Sponsor. The Sponsor may then submit the bills to invoices to the Board for approval and disbursement. Disbursement shall be made on a pro-rated basis in proportion to the other funding used for this project.
 - (3) Ten percent (10%) of the requested loan disbursements shall be withheld until the final disbursement for the project is made by the Board to the Sponsor.
- b. Construction Payments by Sponsor - Construction progress payments made using these loan funds shall be made by the Sponsor solely on the basis of work in place or materials delivered to the project site, pursuant to the terms of the construction contract or agreement between the Sponsor and the contractor, or for the payment of other costs necessarily incurred for the construction of this project.

Article 6. WITHHOLDING OF DISBURSEMENTS

a. Conditions for Withholding Payment

- (1) If the Board determines that the project is not being constructed substantially in accordance with the provisions of this contract, or that the Sponsor has failed in any other respect to substantially comply with the provisions of this contract, and if the Sponsor does not cause any such failure to comply with this contract to be remedied to the Board's satisfaction within fifteen (15) days, or within some greater period that may be allowed by the Board, from the receipt of written notice of such failure from the Board, the Board may withhold from the Sponsor all or any portion of the loan commitment. During the period, which the Sponsor has to remedy such failure, the Board shall not be obligated to disburse to the Sponsor any portion of the loan commitment. The Board shall provide the Sponsor with prompt written notice of any decision to withhold from the Sponsor all or any portion of the loan commitment.
 - (2) Ten percent (10%) of the total loan commitment shall be withheld until the final project payment is requested by the Sponsor and approved by the Board.
 - (3) Upon the completion of the project and before the final project disbursement is made the project shall be inspected by the Board's contracting officer or his designated representative. For the project to be found to be complete the entire system must be turned on if requested by the contracting officer and be fully operable at the time of the inspection. In the event that construction is not complete when the final project payment is requested, ten percent (10%) of the total funds requested may be withheld until the project is completed.
- b. Withholding Entire Commitment - If the Board notifies the Sponsor that it has decided to withhold from the Sponsor pursuant to subdivision (a) of this article all of the loan commitment, this contract shall terminate upon receipt of such notice by the Sponsor and shall no longer be binding on either party hereto.

Article 7. USE OF FUNDS - Any and all money disbursed to the Sponsor under this contract shall be used solely for the payment of costs necessarily incurred by the Sponsor for the construction of the Project, including, but not limited to, the payment of interest hereunder during project construction, engineering expenses, legal expenses, land acquisition, materials purchases, payments to contractors, and the costs of acquiring any maintenance of the project.

Article 8. TIMING AND MANNER OF PROJECT DESIGN AND CONSTRUCTION

- a. Project Completion Date - The Sponsor shall cause the construction of the Project to be completed not later than **December 31, 2016**, provided that said date may be extended upon written approval of the Board.
- b. The sponsor shall provide periodic reports to the Board during project construction documenting progress.
- c. Inspection of Construction - The Board requires a minimum of 1 inspections to be preformed by the Board's contracting officer or his designated representative. These inspections should coincide with construction of the

new pipeline, and at completion of the project. The Sponsor is required to notify the Board's contracting officer, or his designee, prior to these operations so that the officer or his representative can make arrangements to be present. Should the Board's officer or his designated representative not be able to be present, the Sponsor, upon the approval of the Board's officer, will be required to take photos of the installation process at that time and send them to the Board's officer.

- d. Determination of Project Completion - For the purposes of this contract, construction of the project shall be considered to be completed or terminated when so determined by the Board, or its contracting officer. Upon the completion of the project and before the final project disbursement is made the project shall be inspected by the contracting officer identified or his representative. For the project to be found to be complete the entire system must be turned on if requested by the inspector and be fully operable at the time of the inspection. In case the construction is not complete at the time the final project payment is requested, ten percent (10%) of the total funds requested may be withheld until the project is completed. The Board may require as-built drawings to be submitted.

REPAYMENT PROVISIONS

Article 9. STATEMENT OF PRINCIPAL AMOUNT OF LOAN

- a. Remittance of Unexpended Funds - After receipt by the Sponsor of written notice from the Board that the Board has determined that the final disbursement of money has been made to the Sponsor pursuant to Article 5 hereof, or written notice that the Board has decided to withhold from the Sponsor pursuant to Article 6 hereof, the balance of the loan commitment where a portion of the loan commitment has been disbursed, the Sponsor shall, within a period of thirty (30) days from the date such notice was given, remit to the Board any unexpended funds that were disbursed to the Sponsor under this contract and are not needed to pay project construction costs incurred prior to the date such notice was given or, if no such funds exist, transmit to the Board a written notice to that effect. Unexpended funds remitted to the Board under this subdivision shall be considered to be repayment of a part of the loan.
- b. Transmission of Statement to Sponsor - Within thirty (30) days after the termination of the period of thirty days mentioned in subdivision (a) of this article, the Board shall transmit to the Sponsor a written statement setting forth the amount of the loan to be repaid by the Sponsor to the Board pursuant to Article 9 hereof, which shall be the total amount disbursed to the Sponsor hereunder less any amount of such total amount disbursed that may have been previously repaid or remitted to the Board by the Sponsor together with any and all interest accrued thereon.

Article 10. REPAYMENT OF PRINCIPAL AMOUNT OF LOAN

- a. Repayment Terms - The Sponsor shall make **twenty (20)** annual and approximately equal payments to the Board repaying in full the principal amount of the loan funds disbursed together with interest thereon at **three and one half percent (3.5%)** per annum, with the first annual payment due not later than one year from the date of final disbursement of funds for the Project; provided, that such repayment schedule shall be subject to modification by agreement of the Board and the Sponsor.
- b. Advance Payment Option - The Sponsor shall have the option of paying in advance on any date all or any part of the unpaid portion of the principal amount of the loan; provided, that any interest accrued shall be paid at the same time.

Article 11. INTEREST PAYMENT

- a. Repayment Terms - The Sponsor shall pay interest to the Board at the rate of **three and one half percent (3.5%)** per annum of the unpaid balance of the amounts of money disbursed to the Sponsor pursuant to this contract from the date of disbursement of each principal amount.
- b. Computation of Interest - The interest amount due on each disbursement shall be calculated as follows:

$$I = \frac{n}{365} \times (i) \times (p)$$

Where;

I = dollars of interest due

i = interest rate

p = unpaid balance of the disbursement

n = the number of calendar days from, but not including, the date on which a disbursement is made (or the date of the last payment) to and including the date paid. The date of disbursement is defined as the date the check is mailed from or picked up from the Board's principal place of business. The date paid is the date the loan payment is received and stamped received at the central office of the Department of Water Resources in Boise.

Article 12. IMPAIRMENTS TO PAYMENT CAPACITY

- a. Disposal of Water Outside Sponsor's Project - While this contract is in effect, no sale or other disposal of water for use outside the Sponsor's project shall be made by the Sponsor without prior approval by the Board, except for such agreements as may be in effect at the time of loan authorization by the Board. Such approval shall depend upon the Board's judgment of the effect of such action upon the Sponsor's capacity to make payments as provided in this contract.
- b. Change in Sponsor's Operation of Project - While this contract is in effect, no change shall be made in the operation of the Sponsor's project which would, in the judgment of the Board, materially impair the Sponsor's capacity to make payments to the Board as provided for herein. The Sponsor agrees to operate and maintain the system to insure its economic and efficient operation,
- c. Dissolution of Sponsor - While this contract is in effect, the Sponsor agrees to maintain its corporate identity and make no attempt to cause its corporate existence to be abolished.
- d. Transfer of Project Facilities - While this contract is in effect, the Sponsor shall make no attempt to transfer ownership or operation of the project facilities, or any part of the water system, or any water rights owned by the Sponsor, to another party without prior approval by the Board.
- e. Other Obligations Against Project or System - While this contract is in effect the Sponsor shall keep the project and system free and clear of all levies, liens and encumbrances, except for those created under this contract and those that may exist prior to this contract. The Sponsor shall not issue any superior liens, pledge, charge, or encumbrance of or against the project and system, except as allowed by the Board.
- f. Delivery of Water to Cease due to Non-Payment - The Sponsor shall not deliver water to any user that is delinquent with their payments, charges, or assessments for water service. The Sponsor shall use any and all means at its disposal to collect delinquent payments, charges, or assessments for water service.

ACCOUNTING AND REPORTING PROVISIONS

Article 13. ANNUAL FINANCIAL REPORT - While this contract is in effect, the Sponsor shall submit an annual report of its finances on or before the scheduled date of the Sponsors' annual payment.

GENERAL AND OTHER PROVISIONS

Article 14. INSPECTIONS OF PROJECT BY BOARD - The Board shall have the right to inspect the work being performed and the facilities being constructed at any and all times during the construction of the project and to inspect

the project and the operation and maintenance thereof at any and all times after its completion prior to repayment and termination of the loan contract. The Sponsor shall notify the BOARD of the final inspection of the project by the Sponsor pursuant to each construction contract at least ten (10) days prior to the date for the inspection.

Article 15. BASIC OPERATION AND MAINTENANCE STANDARDS - The Sponsor shall cause the project to be operated in an efficient and economical manner, shall provide for the making of all repairs, renewals, and replacements necessary to the efficient operation of the same, and shall cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted.

Article 16. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT BOARD PERMISSION - The Sponsor shall not sell, lease, transfer, exchange, mortgage, hypothecate or encumber in any manner whatsoever all or any portion of the project or of any real or other property owned by the Sponsor and used in conjunction therewith without prior written permission of the Board.

Article 17. BOARD TO BE HELD HARMLESS FROM PROJECT DAMAGE - The Sponsor agrees to indemnify the State of Idaho, the Idaho Water Resource Board, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the project, or of any of its works or facilities. The Sponsor may be required by the Board to carry a reasonable coverage of liability insurance for this purpose.

Article 18. REMEDIES NOT EXCLUSIVE - The use of either party of any remedy specified herein for the enforcement of this contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law. In the event suit for collection of any of the amounts due under this contract is required, the Board shall be entitled to collect from the Sponsor any costs and expenses of collection, including a reasonable attorney's fee.

Article 19. AMENDMENTS - This contract may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

Article 20. OPINIONS AND DETERMINATIONS - Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party thereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

Article 21. CONTRACTING OFFICER OF THE BOARD - The contracting officer of the Board shall be the Director of the Idaho Department of Water Resources and his successors, or their duly authorized representative. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required of the Board under the terms of this contract.

Article 22. SUCCESSORS AND ASSIGNS OBLIGATED - This contract and all of its provisions shall jointly and severally apply to and bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

Article 23. ASSIGNMENT - No assignment or transfer of this contract or any part shall be valid unless and until written approval is received by the Board and made subject to such reasonable terms and conditions as the Board may impose.

Article 24. WAIVER OF RIGHTS - It is the intention of the parties hereto that, from time to time, either party may waive any of its rights under this contract. Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter.

Article 25. NOTICES - All notices that are required either expressly or by implication to be given by one party to the other under this contract shall be signed for the Board by its contracting officer and for the Sponsor by such officers as it may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States

Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this contract.

Article 26. INSPECTION OF BOOKS, RECORDS, AND REPORTS - During regular office hours, each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this contract or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this contract.

Article 27. SUIT - In the event suit is instituted to assert any right or privilege under this contract, the Board may recover therein as attorney fees such sum as the court may adjudge as reasonable in addition to the costs and disbursements allowed by law or court rule.

Article 28. REIMBURSEMENT - The Sponsor shall pay for any cost incurred by the Board in filing, or perfecting any security interest including but not limited to, the providing of a mortgage insurance policy, or recording any instrument executed pursuant to this contract. In the event these costs are not paid by the Sponsor they shall be paid by the Board and all costs, expenses, and related attorney fees shall forthwith be due to the Board with interest thereon from the date of such payments at the highest note for which it is lawful to contract, and such amount shall be added to and be deemed a part of the debt.

Article 29. DEFAULT - In the event that the Sponsor shall fail to pay any of the sums of money due under the Contract and Promissory Note; then, as often as such failure of payment or breach of terms, conditions, covenants or provisions shall occur, the Board may at any time thereafter declare the whole of the principal sum, or so much thereof at the time of such declaration may remain unpaid, together with all sums of interest accrued thereon, to be due and payable, and the Board may, at any time after such failure of payment or breach of terms, conditions, covenants or provisions, as aforesaid, proceed to compel payment to be paid of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.

Article 30. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS - The Sponsor shall comply with all applicable local, state, and federal laws, rules, and regulations such as may govern any part of this project and contract. Failure on the part of the Sponsor to comply with any applicable local, state, and federal laws, rules and regulations shall not relieve the Sponsor of its financial obligations under this contract.

Article 31. RATE COVENANT - The Sponsor agrees that for the term of this contract the Sponsor shall establish, fix, prescribe, and collect rates and charges for water service or related services of the system, which after taking into account anticipated delinquencies, provide revenues sufficient to pay for all expenses of the system.

Contract No. IWRB1005

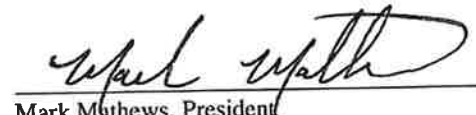
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first hereinabove written.

IDAHO WATER RESOURCE BOARD
P.O. Box 83720
Statehouse Mail
Boise, ID 83720-9000

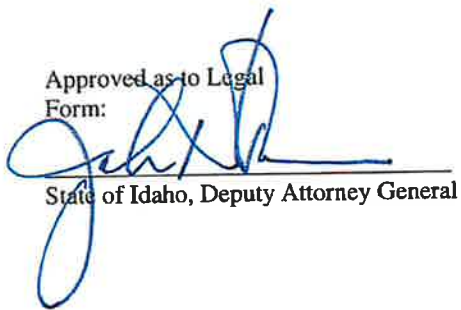
LAST CHANCE CANAL COMPANY
P.O. Box 93
Grace, ID 83241



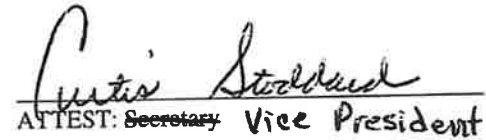
Brian Patton, Bureau Chief
Idaho Department of Water Resources



Mark Mathews, President

Approved as to Legal
Form:


State of Idaho, Deputy Attorney General



ATTEST: ~~Secretary~~ Vice President

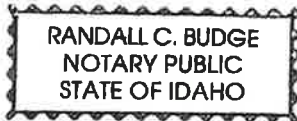
ACKNOWLEDGMENT

STATE OF IDAHO)

County of Caribou)

On this 8th day of August, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Mark Matthews & Curtis Stoddard, known to me to be the President & V.P. of the Last Chance that executed the instrument or the persons who executed the instrument on behalf of said Company, and acknowledged to me that they executed the same.

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



Randall C. Budge
Notary Public for the State of Idaho

Residing at Pocatello, ID.

Idaho, Commission expires:
10/11/16

Loan No. – IWRB1005



IDAHO WATER RESOURCE BOARD ASSIGNMENT OF WATER RIGHTS

This ASSIGNMENT is made and entered into this 20th day of July, 2015, by and between the LAST CHANCE CANAL COMPANY (Sponsor) and the IDAHO WATER RESOURCE BOARD (Board), an agency of the State of Idaho.

WITNESSETH

The Sponsor, for and in consideration of the funds advanced to the Sponsor, under that "Idaho Water Resource Board, Revolving Development Account Loan Agreement" (Agreement) and "Idaho Water Resource Board, Promissory Note" (Note), both dated the 20th day of July, 2015, by and between the Sponsor and the Board, has granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the Board, its successors and assigns, the following described water rights to secure the payment of that certain Note of the 20th day of July, 2015, in the principal sum not to exceed TWO-MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$2,500,000.00), delivered and executed by the Sponsor, as makers to the Board as secured party and payee, with terms and conditions as more particularly designated therein.

WATER RIGHTS – All of the interest in the following water rights as listed in the record of the State of Idaho, Department of Water Resources, along with all easements, and rights of way, pipelines, water mains, wells, storage reservoirs, pumps, canals, dams, headgates, flumes, weirs water control structures, water treatment plants, and all other rights and privileges owned by the Sponsor or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the following described water rights in **Caribou County, Idaho**.

Water Right #	Stage	Priority Date	Source	Amount
See Attached				

TO HAVE AN TO HOLD the above described water rights and all of the same and to the Board, its successors and assigns.

1. **DEFAULT** – In the event that the Sponsor shall fail to pay any of the sums of money when due under the Note; shall fail to comply with any of the terms, conditions, covenants or provisions of this ASSIGNMENT, NOTE, or AGREEMENT; then, as often as such failure of payment or breach of terms, conditions, covenants or provisions shall occur, the Board may at any time thereafter declare the whole of the principal sum, with all sums of interest accrued thereon paid by the Sponsor on the Note or paid by the Sponsor under the provisions of this ASSIGNMENT, to be at once payable, and the Board may, at any time after such failure of payment or breach of terms, conditions, covenants or provisions, as aforesaid, proceed to compel payment to be paid of the full amount due and payable and to compel payment to be paid of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.

2. WARRANTY - The Sponsor has covenanted, agreed and represented, and do hereby covenant, agree and represent to and with the Board as follows:
- a. That the Sponsor does warrant and will defend title unto the Board against claims and demands of all persons whomsoever against all of the property subject to the ASSIGNMENT.
 - b. That the Sponsor will pay all sums of money specified in the Note referred to above, promptly as it becomes due, and that the Sponsor will pay all taxes, assessments and other charges that may be levied or assigned on any property subject to this ASSIGNMENT when and as the same shall become due and payable, and that they will comply with all terms and conditions of this ASSIGNMENT and any violation thereof shall constitute a default hereunder.
3. ATTORNEY FEES AND COSTS
- a. In the event suit is instituted to assert any right or privilege under this ASSIGNMENT, the Board may recover therein as attorney fees such sums as the court may adjudge reasonable in addition to the costs and disbursements allowed by law or court rule, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.
 - b. In the event the Board becomes a party plaintiff or defendant in any suit or legal proceeding in relation to the property described or referred to by this ASSIGNMENT or any agreement given by Sponsor in connection herewith, Sponsor agree to pay on demand all reasonable attorney fees paid or incurred by the Board in connection with such suit or proceeding, including, but not limited to, any expenses paid or incurred in procuring or continuing abstracts of title, title reports or title policies and search of the records for the purpose of such litigation, and all such sums paid shall bear interest at the highest rate for which it is lawful to contract and shall constitute a lien upon the premises and property and be secured hereby, and in default of immediate repayment thereof by the Sponsor after demand, the whole indebtedness secured hereby shall, at the option of the Board, become due and payable without notice.
4. RECEIVER: In the event proceedings are instituted for a breach of the terms and conditions of this ASSIGNMENT, the Board shall, at its election, as a matter of right and without regard to sufficiency of the security or of waste or danger or misapplication of any of the properties of the Sponsor, be entitled forthwith to have a receiver appointed of all or any part of the property hereby secured, and the Sponsor hereby expressly consents to the appointment of a receiver by the court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the secured property so elected until the final determination of such suit of proceeding.
5. SUBROGATION: The Board shall be subrogated for further security to the lien, though released of record, of any and all prior encumbrances upon the rights subject to this ASSIGNMENT.
6. CHATTELS AND PERSONAL PROPERTY: Except for the purposes of making replacements of the CHATTELS and other personal property subject to this ASSIGNMENT and which the Sponsor now have or hereafter have or acquire and use in connection with and as a part of the water system and facilities associated with the hereinabove described water rights, the Sponsor will not see or dispose of any of the CHATTELS or personal property, nor attempt to do so, nor part with possession of any of the same, nor permit it to be removed from the secured, or from the adjoining or adjacent lands where such property may be located, while this ASSIGNMENT shall remain in force and effect,

without the written consent of the Board, which consent shall not unreasonably be withheld. Except in so far as prevented therefrom by fire, strikes, riots, acts of God, or other unavoidable casualties, the CHATTELS and other personal property subject to this ASSIGNMENT shall at all times while this ASSIGNMENT remains in force and effect be kept and maintained by the Sponsor, at the Sponsor expense, in first class order, condition and repair, and the Sponsor shall from time to time make all replacements of such property which may reasonably be necessary for the irrigation and cultivation of the premises, and the Sponsor will neither commit nor suffer any damages or waste on or to the premises and such property nor do or permit to be done anything that may lessen or impair the value of the property, real or personal, or the lien or security thereof.

7. LEASES OR OTHER INSTRUMENTS OR AGREEMENTS SUBORDINATED: Sponsor covenant and agree that each and every term, condition and covenant of any and all leases or other instruments or agreements, oral or written, between the Sponsor and the Board relating to or affecting in any way the property hereinbefore described or referred to, or any part thereof, shall be and are hereby made subject and subordinate to all of the terms, conditions and covenants of this ASSIGNMENT.
8. TIMELY PERFORMANCES: Sponsor covenant and agree to fully and timely perform each and every term, provision and condition of any and all instruments evidencing the Sponsor easements, rights-of-way, licenses or other rights, privileges or interest in appurtenant to or used or enjoyed in connection with the installation, utilization or maintenance of the water system facilities, used or to be used in the supply or delivery of water to any of the property hereinbefore described and referred to or for access thereto, required to be performed by the Sponsor and hereby assigns such instruments and all of their rights and interest therein to the Board as further security hereunder. Any such assignment shall not affect any of the terms and conditions hereof, and shall terminate or be subject to reassignment by the Board to the Sponsor upon payment of the entire indebtedness secured or to be secured hereby. The Board shall have and is hereby granted the right as its option, at any time within twenty days before performances or payment is required, to perform on behalf of the Sponsor of any or all of the terms, provisions and conditions in such instrument, or any of them, required to be performed by the Sponsor and to pay or expend any and all sums of money as the Board, in its sole and exclusive judgment and discretion, shall deem necessary to prevent the termination of the instruments, or any of them, or the abandonment or loss of any of the Sponsor rights or privileges therein or thereby provided, and the Sponsor hereby agree immediately to repay the Board, without notice or demand, any sums so paid or expended with interest thereon at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity, and all such sums paid or expended by the Board with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment therefore by the Sponsor, the whole indebtedness secured hereby shall at the option of the Board become due and payable forthwith without notice.
9. BOARD TO BE HELD HARMLESS FROM PROJECT DAMAGE: The Sponsor agree to indemnify the State of Idaho, the Idaho Water Resource Board, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demand, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the project, or any of the works or its facilities. The Sponsor may be required by the Board to carry a reasonable coverage of liability insurance for this purpose.
10. INTERPRETATION: Words used herein shall include the singular or plural, and feminine, masculine or neuter as the context may require, and, if this instrument is executed by two or more persons or parties, the obligation and liabilities herein under of such Sponsor shall be joint and several.

11. CONTINUING OBLIGATION: The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators, and assigns of the respective parties.
12. APPLICABLE LAW: This ASSIGNMENT shall be governed and construed according to the laws of the State of Idaho.

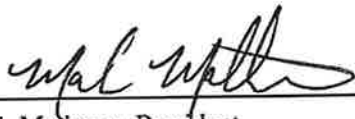
TYPE	BASIN	SEQUENCE	SUFFIX	BASIS	STATUS	PRIORITY DATE	DIV. RATE (CFS)	SOURCE	WATER USE	OWNER
Water Right	1	95		Decreed	Active	02/09/1897	225		IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	11	262		Decreed	Active	7/29/1910	54	BEAR RIVER	IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	13	955		Decreed	Active	8/9/1909	138.16	BEAR RIVER	IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	13	956		Decreed	Active	12/31/1909	25.6	BEAR RIVER	IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	13	991	C	Decreed	Active	03/01/1897	200	BEAR RIVER	IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	13	992	C	Decreed	Active	5/14/1901	240	BEAR RIVER	IRRIGATION	LAST CHANCE CANAL CO LTD
Water Right	13	4076		Statutory Claim	Active	4/1/1919		BEAR RIVER	IRRIGATION FROM STORAGE, IRRIGATION STORAGE	LAST CHANCE CANAL CO LTD
Water Right	13	7288		License	Active	5/30/1980	440	BEAR RIVER	POWER	LAST CHANCE CANAL CO LTD
Water Right	13	7297		License	Active	2/11/1981	220	BEAR RIVER	POWER	LAST CHANCE CANAL CO LTD

IN WITNESS WHEREOF, Sponsor has hereunto affixed hands and seals as of the day and year of this instrument.

DATED, 20th day of July, 2015.

LAST CHANCE CANAL COMPANY
P.O. Box 93
Grace, ID 83241

IDAHO WATER RESOURCE BOARD
P.O. Box 83720
Statehouse Mail
Boise, ID 83720-0098



Mark Mathews, President



Brian Patton, Bureau Chief
Idaho Department of Water Resources



ATTEST: ~~Secretary~~ Vice President

Approved as to Legal Form:



State of Idaho, Deputy Attorney General

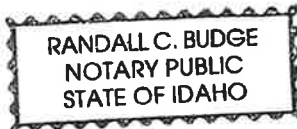
ACKNOWLEDGMENT

STATE OF IDAHO)
)

County of Caribou

On this 12 day of August, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Mark Mathews and Curtis Strickland, known to me to be the President / VP of the Last Chance Mt that executed the instrument or the persons who executed the instrument on behalf of said Camping, and acknowledged to me that they executed the same.

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



Randall C. Budge
Notary Public for the State of Idaho

Residing at Pocatello ID.

Idaho, Commission expires:
10/11/16

Contract No. IDWR1005

**IDAHO WATER RESOURCE BOARD
PROMISSORY NOTE**



Made Pursuant to Idaho Water Resource Board Revolving Development Account Loan Contract Agreement with the Last Chance Canal Company.

DATED: July 20, 2015

\$2,500,000.00

FOR VALUE RECEIVED, the LAST CHANCE CANAL COMPANY (Maker) promises to pay to the order of the **IDAHO WATER RESOURCE BOARD** (Board), at its principal place of business, the principal sum not to exceed **\$2,500,000.00** or so much as shall be outstanding from time to time with interest and maturity at the rate of three and one half percent (3.5%) per annum on the balance remaining from time to time unpaid. The Maker shall make annual payments to the Board as specified in the Revolving Development Loan Contract Agreement dated July 20, 2015 between the Maker and the Board. Maker may repay all or any portion of the principal at anytime, with interest charged only to the date of payment.

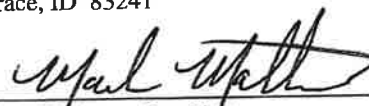
If default is made in any payment of this note, the entire principal and accrued interest shall at once become due and payable without notice at the option of the Board, and thereupon the Maker agrees to pay all costs of collection, including attorney fees. Failure to exercise this option shall not constitute a waiver of the right to declare the entire principal amount of this note and interest due and payable at once at a subsequent time.

All existing and future security interests contained in contract agreements or water rights assignments between the Maker and the Board secure this note. The Maker agrees that the Board may, without notice or demand, set-off against any credit a balance or other money now or hereafter owed the Maker by the Board any amount unpaid under the note.

Without affecting the liability of any maker, endorser, surety or guarantor, the Board may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral which is security for the payment of this note or agree not to sue any party liable. Any maker, endorser, surety or guarantor further agrees that the Board is not required to first resort for payment to any collateral.

This note is secured by a Revolving Development Loan Contract Agreement and an Assignment of Water Rights.

LAST CHANCE CANAL COMPANY
P.O. Box 93
Grace, ID 83241


Mark Mathews, President


ATTEST: ~~Secretary~~ Vice President

Loan Contract No. IWRB1005

Recording Fee: Exempt
(see Idaho Code § 67-2301)



This block for Recorder use only.

STATEMENT OF THE LOAN
(A Lien Under Idaho Code § 42-1756(5) and (7))

Lienor: STATE OF IDAHO
IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

Debtor: LAST CHANCE CANAL COMPANY
PO Box 93
Grace, ID 83241

This statement of the loan reflects the Lienor, Idaho Water Resource Board's ("**Board**"), Revolving Development Account Loan Contract ("Loan Contract") and Security Agreement, both dated July 20th, 2015 entered into by the Board and Debtor.

In accordance with Idaho Code § 42-1756(5), this statement includes a summary of the loan amount, terms, and security. Pursuant to Idaho Code § 42-1756(5) and (7), this statement shall be recorded in the lien book of the county recorder(s) where the Project¹ is located.

1. Loan Amount. To finance Debtor's Project costs, the Board agreed to loan Debtor an amount of money not to exceed \$2,500,000.00. Debtor shall pay interest to the Board at the rate of 3.5% per annum of the unpaid balance of the amounts of money disbursed, pursuant to the Loan Contract, from the date of disbursement of each principal amount.

2. Loan Term. Subject to the conditions of the Loan Contract and Idaho Code § 42-1756(4), the Loan Contract shall remain in effect until the principal amount of the loan, all interest thereon, and any money owed to the Board under the Loan Contract has been paid in full. Subject to mutually agreed upon modification, the Debtor shall make 20 annual and approximately equal

¹ "Project" means all works and facilities proposed to be constructed by Debtor, as described in the Loan Contract and as approved in writing by the Board. Unless a written extension is executed by the Board, construction of the Project shall be completed not later than December 31, 2016.

payments to the Board, repayment commencing not later than one year from the date of final disbursement of funds for the Project.

3. Loan Security. As security for any amount loaned under the terms and conditions of the Loan Contract, and pursuant to the terms and conditions of the Security Agreement, Debtor has granted to the Board a continuing security interest in, and assigns and pledges to the Board all of Debtor's and its successors' and assigns', right, title and interest in the following collateral, whether now owned or subsequently acquired:

a. WATER RIGHTS

Water Right	Stage	Priority Date	Source	Amount
1-95	Decreed	02/09/1897	Snake River	225.00 cfs
11-262	Decreed	07/29/1910	Bear River	54.00 cfs
13-955	Decreed	08/09/1909	Bear River	138.16 cfs
13-956	Decreed	12/31/1909	Bear River	25.60 cfs
13-991	Decreed	03/01/0879	Bear River	200.00 cfs
13-992	Decreed	05/14/1901	Bear River	240.00 cfs
13-4076	Claim	04/01/1919	Bear River	19,043 AF
13-7288	License	05/30/1980	Bear River	440.00 cfs
13-7297	License	02/11/1981	Bear River	220.00 cfs

b. PROJECT INFRASTRUCTURE

All of the interest in the following water rights as listed in the record of the State of Idaho, Department of Water Resources, along with all easements, and rights of way, pipelines, water mains, wells, storage reservoirs, pumps, canals, dams, headgates, flumes, weirs water control structures, water treatment plants, and all other rights and privileges owned by the Sponsor or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the following described water rights in **Caribou County, Idaho**.

I, the Executive Officer of the Idaho Water Resource Board, certify and declare under penalty of perjury pursuant to the laws of the State of Idaho, that the above is true and correct:



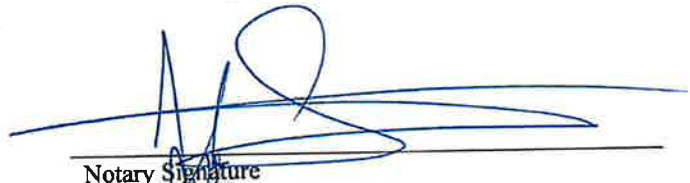
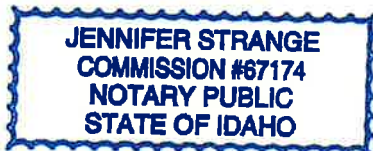
Brian Patton
Executive Officer

State of Idaho
IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

State of Idaho

County of Ada

This instrument was signed or acknowledged before me on February 23, 2023
by Brian Patton



Notary Signature

Printed Name

Jennifer Strange

Commission expires:

3-2-2028