

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 08 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. No WD

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
21-11218	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Douglas L Drake
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kale Company LLC
New owner(s) as listed on the conveyance document

PO Box 230
Mailing address
(208) 484-4635
Telephone

Island Park
City
mkt9698@gmail.com
Email

ID 83409
State MT
Zip 83429
MT9698@gmail.com

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: August 13, 2014
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Owner May 16, 2026
 Signature of new owner/claimant Title, if applicable Date
Michael Jason Hurd
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

 Print name

For IDWR Office Use Only:

Received by m. Potts Date 6-8-26 Receipt No. E051699 Receipt Amt. 25.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by [Signature] Processed by mp Date 7/15/2026



Clearwater Geosciences, LLP
Ground Water Development and Exploration

2
1

Form 238-7
6/07

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 96183
Drilling Permit No. 907028
Water right or injection well # _____
2. OWNER: Robins Roast
Name Kali Company
Address 4150 N Big Springs Rd
City Island Park State Id Zip _____
3. WELL LOCATION:
Twp. 14 North ☒ or South ☐ Rge. 43 East ☒ or West ☐
Sec. 24 1/4 NW 1/4 SE 1/4
Gov't Lot _____ County Fremont
Lat. 44.3116 (Deg. and Decimal minutes)
Long. 111.19.554 (Deg. and Decimal minutes)
Address of Well Site 4150 N Big Springs Rd. City Island Park
(Give a valid name to road + distance to road for location)
Lot _____ Blk. _____ Sub. Name _____
4. USE:
☒ Domestic ☒ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other _____
5. TYPE OF WORK:
☒ New well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____
6. DRILL METHOD:
☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____
7. SEALING PROCEDURES:
Seal material From (ft) To (ft) Quantity (lbs or ft³) Placement method/procedure
bentonite 0 80 56 bags over bore
8. CASING/LINER:
Diameter (nominal) From (ft) To (ft) Gauge/Schedule Material Casing Liner Threaded Welded
10 0 27 280 steel ☒ ☐ ☐ ☒
6 +2 280 280 steel ☒ ☐ ☐ ☒
Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 280
9. PERFORATIONS/SCREENS:
Perforations ☒ Y ☐ N Method Rotary Perforator
Manufactured screen ☐ Y ☒ N Type _____
Method of installation Down Hole Pack-
From (ft) To (ft) Slot size Number/ft Diameter (nominal) Material Gauge or Schedule
135 172 Y4 100 6 Steel 280
Length of Headpipe _____ Length of Tailpipe _____
Packer ☐ Y ☒ N Type _____
10. FILTER PACK:
Filter Material From (ft) To (ft) Quantity (lbs or ft³) Placement method

11. FLOWING ARTESIAN:
Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____
Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:
Depth first water encountered (ft) 45 Static water level (ft) 45
Water temp. (°F) 51 Bottom hole temp. (°F) 51
Describe access port well cap
Well test: Drawdown (feet) Discharge or yield (gpm) Test duration (minutes) Pump Bailer Air Flowing artesian
100 10 gpm ☒ ☐ ☐ ☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water
				Y N
12	0	7	clay & sand	X
12	7	17	black sand	X
12	17	29	basalt	X
10	29	34	basalt	X
10	34	45	brown lava	X
10	45	49	gray pumice	X
10	49	55	gray pumice	X
10	55	75	brown rock & clay	X
10	75	130	black lava 500gpm	X
6	130	145	brown lava	X
6	145	150	black lava	X
6	150	165	black fractured	X
6	165	198	black lava	X
6	198	260	sand & gravel	X
6	260	280	clay & sand bad water	X
6	280	300	clay & sand bad water	X
6	300	355	gray clay (bad water)	X
6	355	365	broken (bad water)	X
6	365	445	fractured lava bad water	X
6	445	540	fractured lava	X
			water from 200' - 540'	
			bad sulfur water	
			pulled back to 172'	

Completed Depth (Measurable): 172'
Date Started: 9-6-22 Date Completed: 10-19-22

14. DRILLER'S CERTIFICATION:
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Company Name High Plains Co. No. 299
Principal Driller Marcus Zambra Date _____
Driller _____ Date _____
Operator II [Signature] Date 10-19-22
Operator I _____ Date _____
* Signature of Principal Driller and rig operator are required.

RECEIVED

OCT 21 2022

Department of Water Resources
Eastern Region

SCANNED

OCT 24 2022

Figure 2: Well Log for Water Right No. 21-11218 Point of Division (POD).

BEING A REPLAT OF LOT 1, 2, 3, 4 AND PART OF LOT 5 OF THE
D. H. MCGEE SUMMER HOME SITE WEST ADDITION,
AND A PORTION OF THE NW 1/4 OF THE SE 1/4, THE SW
1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 21, T. 14 N., R. 43 E.R.M.,
CITY OF ISLAND PARK, FREMONT COUNTY, IDAHO

THE LANDS INCLUDED WITHIN THIS PLAT ARE LOCATED IN
ZONE X (AREAS OF MINIMAL FLOODING) PER PANEL NUMBER
14006-0125-B WITH AN EFFECTIVE DATE OF MARCH 18, 1991.

[illegible]

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OMAHA, IOWA, AND IS HEREBY RECORDED BY THE SOLUTION ADJUSTED.

[Signature] *[Signature]*
 City Clerk City Clerk

WE, THE UNDERSIGNED COUNTY TREASURER AND COUNTY ASSESSOR IN AND FOR THE COUNTY OF FREMONT, STATE OF IDAHO, HAVING REVIEWED THIS PLAT FOR THE REQUIREMENTS OF IDAHO CODE 50-1-308 DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT AS BEING SUBMITTED ARE CURRENT.

John Cheery *Barbara Harbo*
 FREMONT COUNTY TREASURER FREMONT COUNTY ASSESSOR
 DATE 10/18/10

STATE OF OHIO
COUNTY OF SCHUYLER

IN THE 22 DAY OF JULY 1957 BEFORE ME THE UNDERSIGNED A MASTERY
PLATE IN AND WHO SAID THAT, PERSONALLY APPEARED BEFORE ME, JAMES EARL RAYMOND, KNOWN TO
BE A PERSON OF THE COUNTY OF SCHUYLER, OHIO, AND THAT HE PERSONALLY
SUBSCRIBED TO THE ATTACHED CHARTER, A CERTIFICATE AND ADOPTION DECISION TO THE
SAY THAT HE EXERCISED THE SAME FOR THE COUNTY OF SCHUYLER.

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE
DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC
COUNTY OF SCHUYLER
MY COMMISSION EXPIRES

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAN AND FIND THAT IT
COMPLIES WITH THE S&M-225

DATE: May 1, 2012 W. J. Smith
LAND SURVEYOR, P. S. 1210
FREEMONT COUNTY SURVEYOR

SANITARY RESTRICTIONS AS REQUIRED BY ISAMS CODE TITLE 50 CHAPTER 12 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1229 ISAMS CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE 6-1-2020 HEALTH DISTRICT SIGNATURE [Signature]

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAN OF BIG SPRINGS
COMMERCIAL PLAZA, DIVISION NO. 1, AN ADDITION TO THE CITY OF BELAND PARK
FREDERICK COUNTY, KENNEDY HAS BEEN REVIEWED IN THE OFFICE OF THE COMMISSIONER
OF FREEDOM COUNTY, KENNEDY ON THIS DAY OF October 2006 AT 11:00 AM AND
RECEIVED UNDER INSTRUMENT NO. 2006-1-24 PM
Active Place by AL \$100
FREDERICK COUNTY RECORDS Pg 2 of 2

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION PLAT DESIGNATED AS BIG SPRINGS COMMERCIAL PLAZA, DIVISION NO. 3, IN THE CITY OF IDAHO PARK, FREMONT COUNTY, IDAHO, WAS MADE UNDER MY DIRECTION, AND THAT SAID PLAT IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
 701 S. Park Avenue, Springfield, MA 01102 (706) 694-1212
 600 W. Audubon Street, Springfield, MA 01103 (706) 694-1212
 400 Lincoln Street, Springfield, MA 01103 (706) 694-1212

[illegible]

SUBDIVISION PLAT
BIG SPRINGS COMMERCIAL PLAZA
DIVISION NO. 1
SEC 24, T 14 N, R 43 E BM
CITY OF ISLAND PARK,
FREMONT COUNTY, IDAHO

First American Title Company
511947

WHEN RECORDED RETURN TO:
Kale Company LLC
P.O. Box 262
Macks Inn, Idaho 83433

~~Instrument No. 549871
13 Day Aug 2014
At 03 O'Clock 47 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$34.00
JF Deputy
Recorded at Request of
First American Title - Rexburg~~

~~Instrument No. 549863
12 Day Aug 2014
At 01 O'Clock 36 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$19.00
JF Deputy
Recorded at Request of
First American Title - Rexburg~~

RE-RECORD TO CORRECT TYPOGRAPHICAL ERROR
IN LEGAL DESCRIPTION.

RERECORD TO ATTACH BII ITEMS

GRANT DEED

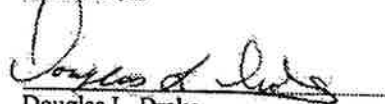
GRANTOR, Douglas L. Drake and Carol Jo Drake, husband and wife, also shown of record as Douglas Drake and Carol Drake, husband and wife, 4950 N. Big Springs Loop Road, Island Park, Idaho 83429, for a good and valuable consideration the receipt whereof is hereby acknowledged, grant to Kale Company LLC, an Idaho limited liability company, P.O. Box 262, Macks Inn, Idaho 83433, as GRANTEE, the real property situated in the County of Fremont, State of Idaho, described on the attached Exhibit A.

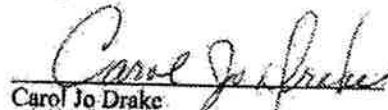
Together with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining to such property.

SUBJECT to all real property taxes and assessments not yet due and payable; all existing patent reservations, easements, rights of way, protective covenants and other matters apparent or of record; all applicable zoning ordinances and building codes, laws and regulations; all encroachments, gaps, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property; liens and encumbrances made by Buyer; and exceptions listed on the attached Schedule BII.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand this 13th day of August, in the year of 2014.

GRANTOR


Douglas L. Drake


Carol Jo Drake



THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS A FULL, TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE AND OF RECORD IN MY
OFFICE, SAME HAVING BEEN FILED 10/13/2014
ATTEST
ABBIE MACE CLERK OF THE DISTRICT COURT OF
THE SEVENTH JUDICIAL DISTRICT IN AND FOR
FREMONT COUNTY, IDAHO.
BY JF DEPUTY

Instrument No. 550757
16 Day Oct 2014
At 04 O'Clock 06 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$40.00
JF Deputy
Recorded at Request of
First American Title - Rexburg

~~549871~~
~~549863~~

550757

First American Title Company
511947

WHEN RECORDED RETURN TO:
Kale Company LLC
P.O. Box 262
Macks Inn, Idaho 83433



RERECORD TO ATTACH BII ITEMS **GRANT DEED**

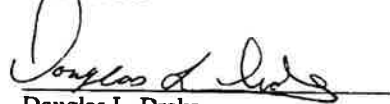
GRANTOR, Douglas L. Drake and Carol Jo Drake, husband and wife, also shown of record as Douglas Drake and Carol Drake, husband and wife, 4950 N. Big Springs Loop Road, Island Park, Idaho 83429, for a good and valuable consideration the receipt whereof is hereby acknowledged, grant to Kale Company LLC, an Idaho limited liability company, P.O. Box 262, Macks Inn, Idaho 83433, as GRANTEE, the real property situated in the County of Fremont, State of Idaho, described on the attached Exhibit A.

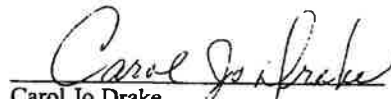
Together with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining to such property.

SUBJECT to all real property taxes and assessments not yet due and payable; all existing patent reservations, easements, rights of way, protective covenants and other matters apparent or of record; all applicable zoning ordinances and building codes, laws and regulations; all encroachments, gaps, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property; liens and encumbrances made by Buyer; and exceptions listed on the attached Schedule BII.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand this 13th day of August, in the year of 2014.

GRANTOR


Douglas L. Drake

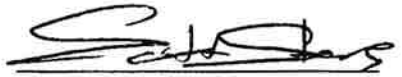

Carol Jo Drake

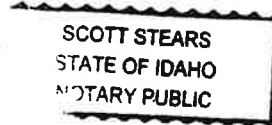
549871

550757

STATE OF IDAHO)
 :SS
County of Madison)

On this 13 day of August, in the year 2014, before me,
the undersigned, a Notary Public in and for said State, personally appeared
Douglas L. Drake and Carol Jo Drake, husband and wife, known or identified to me (or proved
to me on the oath of _____), to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at: Rexburg ID
My Commission Expires: 4-14-2018



Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018

Exhibit A

Real Property Description

LOTS 1, 2, 3 AND 4 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27.

ALSO: A PARCEL OF LAND IN THE W $\frac{1}{2}$ E $\frac{1}{2}$ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 E.B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27 AND PART OF THE NORTH 100 FEET OF THE WEST 1000 FEET OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 24 AS SHOWN ON STATE OF IDAHO CERTIFICATE NO. 23613 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 5; THENCE S. 0°11'33" E. 100.00 FEET TO THE SOUTH LINE OF THE ABOVE MENTIONED NORTH 100 FEET OF THE WEST 1000 FEET, MARKED BY A $\frac{1}{2}$ " REBAR WITH PLASTIC CAP PLS 843; THENCE N. 89°49'31" E. ALONG SAID SOUTH LINE 37.83 FEET TO A $\frac{1}{2}$ " REBAR WITH PLASTIC CAP PLS 843; THENCE N. 2°08'35" W. 224.30 FEET TO A $\frac{1}{2}$ " REBAR WITH PLASTIC CAP PLS 843; THENCE N. 52°39'07" W. 37.99 FEET TO A $\frac{1}{2}$ " REBAR WITH PLASTIC CAP PLS 843 ON THE WEST LINE OF SAID LOT 5; THENCE S. 0°11'33" E. ALONG SAID WEST LINE 147.36 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5, OF THE D. H. MCGEE SUMMER HOME SITE WEST ADDITION, FREMONT COUNTY, IDAHO AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27; AND PART OF A STRIP OF LAND BETWEEN THE NORTH LINE OF SAID LOT 5, AND THE SOUTH RIGHT-OF-WAY LINE OF BIG SPRINGS ROAD DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 1086.44 FEET ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, AND S89°55'25"E 218.63 FEET FROM THE CENTER $\frac{1}{4}$ CORNER OF SAID SECTION 24, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE N00°11'33"W 2.61 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 105.22 FEET (CURVE DATA: DELTA = 49°00'55", R = 123.00 FEET) CHORD BEARS S00°11'30"E 102.04 FEET; ~~THENCE N00°11'30"W 102.04 FEET~~; THENCE N00°11'30"W 99.43 ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS N00°04'35"E 200.00 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, AND S89°49'31"W 33.00 FEET FROM A RECOVERED ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4, SAID POINT BEING A POINT ON A CURVE COINCIDENT WITH THE CENTERLINE OF U.S. HIGHWAY 191; THENCE ALONG SAID CURVE TO LEFT, COINCIDENT WITH SAID CENTERLINE 153.00 FEET; (CURVE DATA: DELTA = 01°02'50", R = 8371.07 FEET) CHORD BEARS N08°07'17"W 153.00 FEET TO A POINT DIRECTLY WEST OF THE CENTERLINE OF THE CUTOFF HIGHWAY BETWEEN WEST YELLOWSTONE AND BIG SPRINGS HIGHWAY; THENCE S85°55'04"E 197.77 FEET ALONG THE CENTERLINE OF SAID CUTOFF HIGHWAY TO THE CENTERLINE OF BIG SPRINGS HIGHWAY; THENCE S51°58'10"W 223.00 FEET ALONG THE CENTER OF SAID BIG SPRINGS HIGHWAY TO THE POINT OF BEGINNING. (also known of record as T-2536)

ALSO: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 939.40 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, FROM A RECOVERED UNITED STATES FOREST SERVICE (USFS) ALUMINUM CAP MARKING THE CENTER 1/4 CORNER OF SAID SECTION 24, AND RUNNING THENCE S00°04'35"W 70.60 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; SAID CURVE BEING PARALLEL TO AND LYING 200.00 FEET EASTERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 191; THENCE ALONG SAID CURVE TO THE LEFT 69.99 FEET; (CURVE DATA: DELTA = 00°28'42", R = 8385.11 FEET) CHORD BEARS N07°59'03"W 69.99 FEET; THENCE N82°31'11"E 9.90 FEET TO THE POINT OF BEGINNING. (also known of record as T-2538)

	First American Title	Title Insurance Commitment
Schedule BII		BY First American Title Insurance Company

EXCEPTIONS

File No.: 511947-RX

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

549871

550757

7. 2014 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2013 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Covers
2013	\$8,037.14	\$5,435.80	RPI0087000001B	Lots 1,2,3,4 DH McGee W.
2013	\$64.78	\$64.78	RPI0087000001C	T-6565 of Lot 1 DH McGee W
2013	\$1,278.38	\$1,278.38	RPI14N43248550	T-2535 Sec. 24
2013	\$86.92	\$86.92	RPI14N43245250	T-2536 & T-2538 Sec. 24
2013	\$52.88	\$52.88	RPI0087000005E	T-5375 L 5 D H McGee W.
2013	\$23.22	\$23.22	RPI14N43248555	T-5375 in Sec. 24
2013	\$26.12	\$26.12	RPI0087000005CA	T-5376 L 5 D.H.McGee W.

Homeowners Exemption is not in effect for 2013.

Circuit breaker is not in effect for 2013.

8. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
9. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A, Idaho Code.
10. Reservations in United States Patent, recorded in Book I, of Patents, Page 224 .
(affects Sec. 24: N½SE¼ & add'l property)
11. Reservations in United States Patent, recorded as Instrument No. 346474 .
(affects N½SW¼ of Sec. 24 & add'l property)
12. Covenants, conditions, restrictions and easements contained in deed to the State of Idaho recorded October 27, 1977, as Instrument No. 350833.
(affects Tax No. 2536, Lot 1 D.H. McGee West & N100' xW1000' of SW¼SE¼ Sec. 24)
13. Electric Service Agreement (general service) upon the terms, conditions and provisions contained therein:
Parties: Pine Cone Investors, LLC and Fall River Rural Electric Cooperative, Inc.
Recorded: January 31, 1995, Instrument No. 434793
(affects Lots 5, 6 & W.50' Lot 7, D.H. McGee West)
14. Easement for electric line granted to Fall River Rural Electric Cooperative, Inc., recorded March 24, 1995, as Instrument No. 435393.
(affects Lots 5,6 & W50' Lot 7 D.H. McGee West & Ptn. Sec. 24 adjacent to Lot 5)
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 23, 1999, as instrument number 449896, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 9, 1998, as Instrument number 453447, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

~~17.~~ [REDACTED]

18. Provisions in Hazardous Substances Certificate & Indemnity, recorded December 23, 1998, as Instrument No. 455257.
(affects Ptn. Lot 1, all Lots 2,3,4 D.H. McGee West & Tax No.s 2536 & 2538 in Sec. 24)

~~19.~~ [REDACTED]

~~20.~~ [REDACTED]

21. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 30, 2001, as instrument number 467164, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
(affects NE 1/4 SW 1/4 Sec. 24)

22. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 30, 2004, as instrument number 489178, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

23. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Pine Cone Investors, LLC and Douglas L. Drake and Carol Jo Drake, husband and wife
Recorded: July 15, 2004, Instrument No. 489436
(affects Lot 4 & add'l property)

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24. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 12, 2004, as instrument number 492326, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

[REDACTED]

26. Any matters arising from questions of gaps or overlaps between the legal description of the herein described land which applies only to the parcels described as Tax Nos. T-2536 & T2538.

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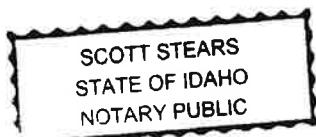
550757

By: *Douglas L. Drake*
Douglas L. Drake

By: *Carol Jo Drake*
Carol Jo Drake

STATE OF Idaho)
) ss.
COUNTY OF Fremont)

On this 16 day of October, 2014, before me, a Notary Public in and for said State, personally appeared **Douglas L. Drake and Carol Jo Drake**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Scott Stears
Notary Public of Idaho
Residing at: Rexburg ID
Commission Expires: 4-14-2018

Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018

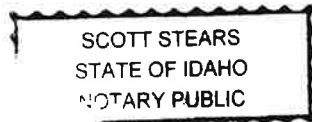
Kale Company LLC

By: M J Hurd
Michael Jason Hurd

By: Tricia J Hurd
Tricia J. Hurd

STATE OF Idaho)
SS.
COUNTY OF Fremont)

On this 15 day of **October, 2014**, before me, a Notary Public in and for said State, personally appeared **Michael Jason Hurd and Tricia J. Hurd**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Kale Company LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018

Scott Stears
Notary Public of Idaho
Residing at: Rexburg ID
Commission Expires: 4-14-2018

Instrument No. 549863
13 Day Aug 2014
At 01 O'Clock 36 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$19.00
JF Deputy
Recorded at Request of
First American Title - Rexburg

First American Title Company
511947

WHEN RECORDED RETURN TO:
Kale Company LLC
P.O. Box 262
Macks Inn, Idaho 83433

GRANT DEED

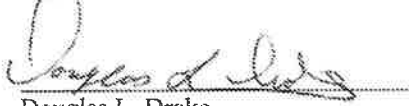
GRANTOR, Douglas L. Drake and Carol Jo Drake, husband and wife, also shown of record as Douglas Drake and Carol Drake, husband and wife, 4950 N. Big Springs Loop Road, Island Park, Idaho 83429, for a good and valuable consideration the receipt whereof is hereby acknowledged, grant to Kale Company LLC, an Idaho limited liability company, P.O. Box 262, Macks Inn, Idaho 83433, as GRANTEE, the real property situated in the County of Fremont, State of Idaho, described on the attached Exhibit A.

Together with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining to such property.

SUBJECT to all real property taxes and assessments not yet due and payable; all existing patent reservations, easements, rights of way, protective covenants and other matters apparent or of record; all applicable zoning ordinances and building codes, laws and regulations; all encroachments, gaps, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property; liens and encumbrances made by Buyer; and exceptions listed on the attached Schedule BII.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand this 13th day of August, in the year of 2014.

GRANTOR


Douglas L. Drake


Carol Jo Drake

STATE OF IDAHO)
 :SS
County of Madison)

On this 13 day of August, in the year 2014, before me,
the undersigned, a Notary Public in and for said State, personally appeared
Douglas L. Drake and Carol Jo Drake, husband and wife, known or identified to me (or proved
to me on the oath of _____), to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at: Rexburg ID
My Commission Expires: 4-14-2018

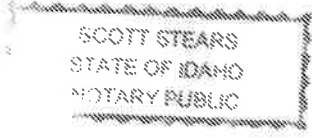

Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018

Exhibit A

Real Property Description

LOTS 1, 2, 3 AND 4 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27.

ALSO: A PARCEL OF LAND IN THE W½E½ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 E.B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27 AND PART OF THE NORTH 100 FEET OF THE WEST 1000 FEET OF THE SW¼SE¼ OF SAID SECTION 24 AS SHOWN ON STATE OF IDAHO CERTIFICATE NO. 23613 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 5; THENCE S. 0°11'33" E. 100.00 FEET TO THE SOUTH LINE OF THE ABOVE MENTIONED NORTH 100 FEET OF THE WEST 1000 FEET, MARKED BY A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 89°49'31" E. ALONG SAID SOUTH LINE 37.83 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 2°08'35" W. 224.30 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 52°39'07" W. 37.99 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843 ON THE WEST LINE OF SAID LOT 5; THENCE S. 0°11'33" E. ALONG SAID WEST LINE 147.36 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5, OF THE D. H. MCGEE SUMMER HOME SITE WEST ADDITION, FREMONT COUNTY, IDAHO AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27; AND PART OF A STRIP OF LAND BETWEEN THE NORTH LINE OF SAID LOT 5, AND THE SOUTH RIGHT-OF-WAY LINE OF BIG SPRINGS ROAD DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 1086.44 FEET ALONG THE WEST LINE OF SAID SOUTHEAST ¼, AND S89°55'25"E 218.63 FEET FROM THE CENTER ¼ CORNER OF SAID SECTION 24, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE N00°11'33"W 2.61 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 105.22 FEET (CURVE DATA: DELTA = 49°00'55", R = 123.00 FEET) CHORD BEARS S00°11'30"E 102.04 FEET; THENCE N00°11'30"W 102.04 FEET; THENCE N00°11'30"W 99.43 ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS N00°04'35"E 200.00 FEET ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 24, AND S89°49'31"W 33.00 FEET FROM A RECOVERED ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST ¼, SAID POINT BEING A POINT ON A CURVE COINCIDENT WITH THE CENTERLINE OF U.S. HIGHWAY 191; THENCE ALONG SAID CURVE TO LEFT, COINCIDENT WITH SAID CENTERLINE 153.00 FEET; (CURVE DATA: DELTA = 01°02'50", R = 8371.07 FEET) CHORD BEARS N08°07'17"W 153.00 FEET TO A POINT DIRECTLY WEST OF THE CENTERLINE OF THE CUTOFF HIGHWAY BETWEEN WEST YELLOWSTONE AND BIG SPRINGS HIGHWAY; THENCE S85°55'04"E 197.77 FEET ALONG THE CENTERLINE OF SAID CUTOFF HIGHWAY TO THE CENTERLINE OF BIG SPRINGS HIGHWAY; THENCE S51°58'10"W 223.00 FEET ALONG THE CENTER OF SAID BIG SPRINGS HIGHWAY TO THE POINT OF BEGINNING. (also known of record as T-2536)

ALSO: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 939.40 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, FROM A RECOVERED UNITED STATES FOREST SERVICE (USFS) ALUMINUM CAP MARKING THE CENTER 1/4 CORNER OF SAID SECTION 24, AND RUNNING THENCE S00°04'35"W 70.60 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; SAID CURVE BEING PARALLEL TO AND LYING 200.00 FEET EASTERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 191; THENCE ALONG SAID CURVE TO THE LEFT 69.99 FEET; (CURVE DATA: DELTA = 00°28'42", R = 8385.11 FEET) CHORD BEARS N07°59'03"W 69.99 FEET; THENCE N82°31'11"E 9.90 FEET TO THE POINT OF BEGINNING. (also known of record as T-2538)

511947

AFTER RECORDING RETURN TO:
DuPree Law Offices, P.C.
P.O. Box 723
Rexburg, Idaho 83440

Instrument No. 549865
13 Day Aug 2014
At 01 O'Clock 36 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$37.00
JF Deputy
Recorded at Request of
First American Title - Rexburg

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

This Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "deed of trust") is made effective as of the 12th day of August, 2014, between Kale Company LLC, an Idaho limited liability company, P.O. Box 262, Macks Inn, Idaho 83433, called grantor, and First American Title Company, 535 First American Circle, P.O. Box 307, Rexburg, Idaho 83440, called trustee, and Douglas L. Drake and Carol Jo Drake, husband and wife, 4950 N. Big Springs Loop Road, Island Park, Idaho 83429, called beneficiary.

Witnesseth: that grantor does hereby irrevocably grant, bargain, sell and convey to trustee in trust, with power over sale, the real property in Fremont County, Idaho, consisting of not more than forty acres in area, legally described on Exhibit A attached hereto, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining that shall be deemed to include but not be limited to (1) all improvements and fixtures now or hereafter thereon; (2) all rents, issues, profits, damages, royalties, revenues, and benefits therefrom, subject, however, to any right, power, and authority hereinafter given to and conferred upon beneficiary to collect and apply the same after any default; and (3) all water and ditch rights, however evidenced, used in and on or appurtenant thereto (collectively, the "property").

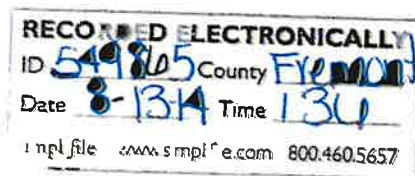
This deed of trust is given for the purpose of securing all of grantor's obligations under, including without limitation the payment of the sum of \$765,438.81 with interest thereon according to the terms of, a promissory note dated August 12, 2014, made by grantor, payable to the order of beneficiary, and any and all extensions and renewals thereof (the "Note"), (2) all costs and charges incurred by beneficiary to collect on the Note in case of default, including without limitation attorney's fees and expenses incurred with or without suit, in trial courts or on appeal; (3) the performance of each agreement of grantor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to grantor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this deed of trust.

A. To protect the security of this deed of trust, grantor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workerlike manner any building that may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the property or requiring any alteration or improvements to be made thereon; not to

511947

AFTER RECORDING RETURN TO:
DuPree Law Offices, P.C.
P.O. Box 723
Rexburg, Idaho 83440



**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

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This deed of trust is given for the purpose of securing all of grantor's obligations under, including without limitation the payment of the sum of \$765,438.81 with interest thereon according to the terms of, a promissory note dated August 12, 2014, made by grantor, payable to the order of beneficiary, and any and all extensions and renewals thereof (the "Note"). (2) all costs and charges incurred by beneficiary to collect on the Note in case of default, including without limitation attorney's fees and expenses incurred with or without suit, in trial courts or on appeal; (3) the performance of each agreement of grantor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to grantor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this deed of trust.

A. To protect the security of this deed of trust, grantor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workerlike manner any building that may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the property or requiring any alteration or improvements to be made thereon; not to

commit or permit waste thereof; not to commit, suffer, or permit any act on the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts from which the character or use of the property may be reasonably necessary, the specific enumerations in this deed of trust not excluding the general.

2a. Grantor shall bear the risk of loss of the property from all causes except any loss caused by beneficiary or any agent of beneficiary, and shall cause all of the insurable improvements on the real property described in this deed of trust to be insured against loss by fire, and other hazards, casualties, contingencies, and risks embraced within the term "extended coverage", in an amount not less than their full insurable value by a company authorized to sell casualty insurance in Idaho approved by beneficiary. Said policy of insurance shall include an endorsement insuring all of the parties to this deed of trust as their interests may appear under the terms of this deed of trust. Grantor shall maintain such insurance policy in full force and effect and shall pay all premiums due and owing on said insurance policy in full when they become due. Such insurance policy shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage under the insurance policy, delinquent premium notices, or other matters pertaining to the coverage provided by such insurance policy shall be sent to both grantor and beneficiary. Evidence of such insurance policy shall be delivered to beneficiary. Beneficiary shall have the right at any time to require in writing that grantor provide to beneficiary a copy of such insurance policy, together with any amendments or additions to such insurance policy and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by grantor.

2b. In the event of any damage to or destruction of the property by any insured cause, all insurance proceeds paid or payable to the parties to this deed of trust as a result thereof shall be applied, at beneficiary's option, to the payment of the Note and other indebtedness secured hereby or to the repair and restoration of the property. In the event that beneficiary allows grantor to use such insurance proceeds to repair and restore the property, the amount required to repair and restore such damage shall be taken first from that portion of the insurance proceeds that are payable to grantor and the remainder, if any, shall thereafter be taken from that portion of the insurance proceeds that are payable to beneficiary. In the event that beneficiary does not allow grantor to use such insurance proceeds to repair and restore the property or if the amount required or expended to repair and restore such damage is less than the amount of the insurance proceeds paid or payable to the parties, then all insurance proceeds not used to repair and restore the property shall be applied to the payment of the Note and other indebtedness secured hereby.

3. To provide, maintain and deliver to beneficiary a certificate evidencing that property insurance with special form extended coverage for the full replacement cost of all improvements and naming beneficiary as the loss payee is in force. The certificate must include a stipulation that coverage will not be canceled or changed without at least thirty (30) days' prior written notice to beneficiary. The amount collected under any property or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or in the discretion of beneficiary the entire amount so collected or

any part thereof may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. To appear in and defend any action or proceeding purporting to affect the security of this deed of trust or the rights or powers of beneficiary or trustee; and to pay all expenses, including the cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, with interest, on the property or any part of it, that appear to be prior or superior to this deed of trust; and all costs, fees, and expenses of this trust. In addition to the payments due in accordance with the terms of the Note and other obligations hereby secured, grantor shall, at the option and on written demand of beneficiary, pay each month 1/12th of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for grantor's use and benefit and for the payment by beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this deed of trust.

6. To pay immediately and without demand all sums expended by beneficiary or trustee pursuant to the provisions of this deed of trust, with interest from the date of expenditure at the rate of twelve percent (12%) per annum, compounded monthly.

Should grantor fail to make any payment or to do any act as herein provided, then beneficiary or trustee, but without obligation so to do and without notice to or demand upon grantor and without releasing grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, beneficiary or trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this deed of trust by judicial foreclosure, pay necessary expenses, employ counsel and pay reasonable counsel fees.

B. It is mutually agreed that:

1. Any award of damages made in connection with the condemnation for public use of or injury to the property or any part of the property is hereby assigned and shall be paid to beneficiary to be applied on the Note and any other obligations secured hereby and after such Note and other obligations are paid in full any excess shall be paid to grantor.

2. By accepting payment of any sum secured by this deed of trust after its due date, beneficiary does not waive the right either to require prompt performance or payment when due of all other obligations or sums so secured or declare default for failure to so perform or pay.

3. At any time or from time to time, without liability therefor, and without notice, upon written request of beneficiary and presentation of this deed of trust, and without affecting the personal liability of any person for payment of the indebtedness secured by this deed of trust, trustee may reconvey all or any part of the property; consent to the making of any map or plat thereof; join in granting any easement on the property; or join in any extension agreement or any agreement subordinating the lien or charge of this deed of trust.

4. Upon the written request of beneficiary stating that all obligations secured by this deed of trust have been paid, and upon the surrender of this deed of trust and Note and any and all other instruments secured hereby to trustee for cancellation and retention or other disposition as trustee in its sole discretion may choose and upon payment of trustee's fees, trustee shall reconvey without warranty the property then held under this deed of trust. The recitals in such reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, grantor hereby assigns to beneficiary all leases pertaining to, and all rents, issues and profits from, the real property described herein and gives to and confers upon beneficiary the right, power and authority, during the continuance of this deed of trust, to collect such rents, issues and profits, reserving unto grantor the right, prior to any default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in beneficiary's own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine. The entering upon and taking possession of the property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Grantor hereby grants to beneficiary a security interest in all personal property herein described. This deed of trust shall constitute a security agreement between grantor and beneficiary, and, cumulative with all other rights of beneficiary hereunder, beneficiary shall have all of the rights conferred upon secured parties by the Idaho Uniform Commercial Code, as amended, as to such personal property. This deed of trust, as a financing statement, covers the following types of property: goods that are or are to become fixtures to the

real property described herein. It is intended that as to those goods and the proceeds thereof, this deed of trust shall be effective as a financing statement recorded as a fixture filing from the date of its recording in the real property records of the county in which the property is located. Until the lien of this deed of trust is released or satisfied of record, grantor hereby authorizes beneficiary to file and/or record any financing statements, amendments or other instruments which beneficiary from time to time may reasonably require to perfect, continue or enforce the security interest of beneficiary hereunder or the priority thereof. On demand, grantor will promptly pay all costs and expenses of filing such instruments and all costs and expenses of any searches reasonably required by beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Idaho Uniform Commercial Code, as amended, with respect to such personal property, and it is expressly agreed that if upon default beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Idaho Uniform Commercial Code, as amended, ten (10) days notice by beneficiary to grantor shall be deemed to be reasonable notice under any provision of the Idaho Uniform Commercial Code, as amended, requiring such notice; provided, however, that beneficiary may at its option dispose of the collateral in accordance with beneficiary's rights and remedies in respect of the property pursuant to the provisions of this deed of trust in lieu of proceeding under the Idaho Uniform Commercial Code, as amended.

7. In the event of default, if beneficiary elects to foreclose on this deed of trust pursuant to the notice and sale provisions set forth in Chapter 15 of Title 45 of the Idaho Code or any amendment or replacement of such statute, beneficiary shall execute or cause trustee to execute a written notice of such default and of beneficiary's election to cause the herein described property to be sold to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, trustee, without demand on grantor, shall sell the property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including beneficiary under this deed of trust, may purchase at the sale.

After deducting all costs, fees, and expenses of trustee and of this deed of trust, including the cost of evidence of title and reasonable counsel fees in connection with the sale, trustee shall apply the proceeds of the sale to the payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of twelve percent (12%) per annum, compounded monthly; all late fees, interest, principal, sums and other obligation then secured by this deed of trust; and the remainder, if any, to the person or persons legally entitled thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed by the beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyance from the trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original grantor, trustee and beneficiary hereunder, the instrument number of the original recorded deed of trust, and the name and address of the new trustee.

9. This deed of trust applies to, inures to the benefit of, and binds, all parties, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the Note and any other obligations secured hereby, whether or not named as beneficiary herein; or, if the obligations have been pledged, the pledge thereof. In this deed of trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

10. The trustee accepts this trust when this deed of trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of a pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary, or trustee shall be a party unless brought by trustee.

11. All remedies provided in this deed of trust are distinct and cumulative to any other right or remedy under this deed of trust afforded by law or equity, and may be exercised concurrently, independently or successively.

12. The granting of credit to grantor under the Note is personal to grantor. In extending such credit to grantor, beneficiary has relied on grantor's credit representations and financial condition, grantor's interest in the property described in this deed of trust and intended use thereof, and financial market conditions at the time this deed of trust is made. Based upon these considerations, and others, it is agreed that until the full balance of principal, interest and other sums due on the Note and under this deed of trust are paid in full, grantor shall not be entitled to sell, convey or encumber the property described in this deed of trust, or any part thereof, or any equitable interest therein, nor shall grantor be entitled to assign this deed of trust or any right, title or interest of grantor herein. Any purported inter vivos sale, encumbrance, conveyance or assignment by grantor without such consent shall be void and shall constitute a default by grantor and which default shall entitle beneficiary to effect any and all remedies provided to beneficiary under the terms of this deed of trust upon the default by grantor, including, without limitation, the right to declare all sums secured by this deed of trust to be immediately due and payable.

13. The rights and obligations of the parties under this deed of trust shall be governed by, construed and interpreted in accordance with the internal law of the State of Idaho without giving effect to the conflicts of law rules and principles of such state.

Request is hereby made that a copy of any notice of default and copy of any notice of sale hereunder be mailed to grantor and to beneficiary at their addresses hereinbefore set forth.

WITNESS the hand of the undersigned grantor as of the date first written above.

GRANTOR:

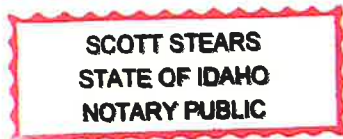
KALE COMPANY LLC, an Idaho
limited liability company

By: MJD
Michael Jason Hurd, Member and Manager

By: Tricia J. Hurd
Tricia J. Hurd, Member

STATE OF IDAHO)
 :SS
County of Madison)

On this 12th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Jason Hurd, known or identified to me (or proved to me on the oath of _____), to be a Member and the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

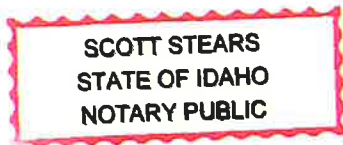


Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018

Scott Stears
Notary Public for Idaho
Residing at: Rexburg ID
My Commission Expires: 4-14-2018

STATE OF IDAHO)
 :ss
County of Madison)

On this 12th day of August, in the year 2014, before me,
the undersigned, a Notary Public in and for said State, personally appeared
Tricia J. Hurd, known or identified to me (or proved to me on the oath of
_____), to be a Member of the limited liability company that executed the
instrument or the person who executed the instrument on behalf of said limited liability
company, and acknowledged to me that such limited liability company executed the same.



Residing at: Rexburg, Idaho
My Commission Expires: 04/14/2018


Notary Public for Idaho
Residing at: Rexburg ID
My Commission Expires: 4-14-2018

EXHIBIT A

Real Property Description

LOTS 1, 2, 3 AND 4 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27.

ALSO: A PARCEL OF LAND IN THE W½E½ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 E.B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5 OF THE WEST ADDITION D. H. MCGEE SUMMER HOME SITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27 AND PART OF THE NORTH 100 FEET OF THE WEST 1000 FEET OF THE SW¼SE¼ OF SAID SECTION 24 AS SHOWN ON STATE OF IDAHO CERTIFICATE NO. 23613 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 5; THENCE S. 0°11'33" E. 100.00 FEET TO THE SOUTH LINE OF THE ABOVE MENTIONED NORTH 100 FEET OF THE WEST 1000 FEET, MARKED BY A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 89°49'31" E. ALONG SAID SOUTH LINE 37.83 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 2°08'35" W. 224.30 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843; THENCE N. 52°39'07" W. 37.99 FEET TO A ½" REBAR WITH PLASTIC CAP PLS 843 ON THE WEST LINE OF SAID LOT 5; THENCE S. 0°11'33" E. ALONG SAID WEST LINE 147.36 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO, ALSO BEING A PART OF LOT 5, OF THE D. H. MCGEE SUMMER HOME SITE WEST ADDITION, FREMONT COUNTY, IDAHO AS SHOWN ON THE PLAT RECORDED DECEMBER 5, 1944 IN BOOK B OF PLATS, PAGE 27; AND PART OF A STRIP OF LAND BETWEEN THE NORTH LINE OF SAID LOT 5, AND THE SOUTH RIGHT-OF-WAY LINE OF BIG SPRINGS ROAD DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 1086.44 FEET ALONG THE WEST LINE OF SAID SOUTHEAST ¼, AND S89°55'25"E 218.63 FEET FROM THE CENTER ¼ CORNER OF SAID SECTION 24, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE N00°11'33"W 2.61 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 105.22 FEET (CURVE DATA: DELTA = 49°00'55", R = 123.00 FEET) CHORD BEARS S00°11'30"E 102.04 FEET; THENCE N00°11'30"W 102.04 FEET; THENCE N00°11'30"W 99.43 ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS N00°04'35"E 200.00 FEET ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 24, AND S89°49'31"W 33.00 FEET FROM A RECOVERED ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST ¼, SAID POINT BEING A POINT ON A CURVE COINCIDENT WITH THE CENTERLINE OF U.S. HIGHWAY 191; THENCE ALONG SAID CURVE TO LEFT, COINCIDENT WITH SAID CENTERLINE 153.00 FEET; (CURVE DATA: DELTA = 01°02'50", R = 8371.07 FEET) CHORD BEARS N08°07'17"W 153.00 FEET TO A POINT DIRECTLY WEST OF THE CENTERLINE OF THE CUTOFF HIGHWAY BETWEEN WEST YELLOWSTONE AND BIG SPRINGS HIGHWAY; THENCE S85°55'04"E 197.77 FEET ALONG THE CENTERLINE OF SAID CUTOFF HIGHWAY TO THE CENTERLINE OF BIG SPRINGS HIGHWAY; THENCE S51°58'10"W 223.00 FEET ALONG THE

CENTER OF SAID BIG SPRINGS HIGHWAY TO THE POINT OF BEGINNING. (also known of record as T-2536)

ALSO: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 43 EAST, B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT A POINT THAT IS S00°04'35"W 939.40 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, FROM A RECOVERED UNITED STATES FOREST SERVICE (USFS) ALUMINUM CAP MARKING THE CENTER 1/4 CORNER OF SAID SECTION 24, AND RUNNING THENCE S00°04'35"W 70.60 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; SAID CURVE BEING PARALLEL TO AND LYING 200.00 FEET EASTERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 191; THENCE ALONG SAID CURVE TO THE LEFT 69.99 FEET; (CURVE DATA: DELTA = 00°28'42", R = 8385.11 FEET) CHORD BEARS N07°59'03"W 69.99 FEET; THENCE N82°31'11"E 9.90 FEET TO THE POINT OF BEGINNING. (also known of record as T-2538)

6/8/2026

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DOUGLAS L DRAKE 4150 N BIG SPRINGS LOOP RD ISLAND PARK, ID 83429-5052 (208) 558-7150

0.9 AF

X

Commercial is for 3 rental cabins, 13 RV spaces, store and showerhouse.



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

July 15, 2026

KALE COMPANY LLC
P.O. BOX 230
MACKS INN ID 83433

Re: Change in Ownership for Water Right No(s): 21-11218

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

June 8, 2026

KALE COMPANY LLC
PO BOX 230
ISLAND PARK ID 83426

RE: Change in Ownership Water Right No. 21-11218

Dear Sir/Madam:

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

Our review of your notice indicates that additional information is required before we can process the change. information required is indicated below:

**** **Evidence of Ownership:** On June 8, 2026, we received a Notice of Change in Water Right Ownership. In order for the department to update the ownership a full copy of the recorded Warranty Deed(s) is required. The department received a copy of the Deed of Trust; however, we need a copy of the vesting deed, warranty deeds, quit claim deed etc. Also note the deed must be from the previous owner of the water right in this case Douglas L Drake, otherwise a full chain of title will be required (copies of all the deeds from Douglas Drake to Kale Company LLC).

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

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 Bailly
Technical Records Specialist

cc: Clearwater Geosciences LLP

SCANNED
JUN 08 2026



Clearwater Geosciences, LLP
Ground Water Development and Exploration

IDWR
900 N Skyline Dr STE A
Idaho Falls ID 83402-1718

May 12, 2026

RE: Narrative in Support of Ownership Change for Water Right NO. 21-11218

Dear IDWR,

A notice of ownership form is being submitted for Water Right No. 21-11218. This narrative is being submitted along with the ownership form to notify that IDWR that the existing public water well (PWS #ID7220058) or Point of Diversion (POD) was replaced with a new public water well in 2022 (Figures 1 and 2). The replacement POD is located in the same Public Land Survey System (PLSS) quarter quarter and as such the legal description of the POD will not change and no other changes to Water Right No. 21-11218 are needed. A copy of the property deed is also included as a conveyance document.

Please call for any questions.

Sincerely,

A handwritten signature in black ink that reads "Rachel Geringer".

Rachel Geringer
(208) 716-1555



References:

<https://idwr.idaho.gov/water-rights/water-use-information.html>