

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 14 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN REGION

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.

WD 31/WD 110/ Jefferson Clark GWD

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31-7094 OK	Yes ☐	Yes ☐	31-7114 OK	Yes ☐	Yes ☐
31-11444 OK	Yes ☐	Yes ☐	31-12299 NA	Yes ☐	Yes ☐
31-12300 OK	Yes ☐	Yes ☐	31-12301 NA	Yes ☐	Yes ☐
31-12302 OK	Yes ☐	Yes ☐	31-12303 NA	Yes ☐	Yes ☐
31-12304 OK	Yes ☐	Yes ☐	31-11444 twice	Yes ☐	Yes ☐

2. Previous Owner's Name: Rocky Mountain Land & Cattle LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Wyatt F Hurst and McKenna L Hurst

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

P.O. Box 72

Levisville

ID 83431

Mailing address

City

State

Zip

208-604-2722

Wyatthurst@yahoo.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 9/9/2026
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] 9/14/26

Signature of new owner/claimant

Title, if applicable

Date

Print name

- Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by JB Date 9/14/2026 For IDWR Office Use Only: E051914 \$25 - Receipt No. E051913 Receipt Amt. \$225 -

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 JB Processed by MP Date 9/16/2026



Microfile No. 60394
11 Day Sep 26
At 04 O'Clock 36 PM
Clark Co. Recorder Ashley Leonardson
Fee \$15.00
MC Deputy
Recorded at Request of
Alliance Title - Rigby Office

WARRANTY DEED

Escrow No.: 1089089

FOR VALUE RECEIVED

Rocky Mountain Land and Cattle, L.L.C., an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Wyatt E Hurst and McKena L Hurst husband and wife
~~XXXXXX~~
Lyn Hurst

whose current address is:
Po Box 72
Lewisville, ID 83431

the grantee(s), the following described premises, in Clark County, Idaho,
TO WIT:

"See attached exhibit A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 9, 2026

Rocky Mountain Land and Cattle, L.L.C.

Roger Ball
Roger Ball, Manager

State of Idaho} ss
County of Bonneville}

On this day of September, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Roger Ball known or identified to me to be the in the Limited Liability Company known as who executed the foregoing instrument in said LLC name and acknowledged that he/she/they executed the instrument in said LLC name.

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

Cari A. Boyle
Notary Public for the State of Idaho
Residing at: Bonneville County
Commission Expires: 06/12/2032

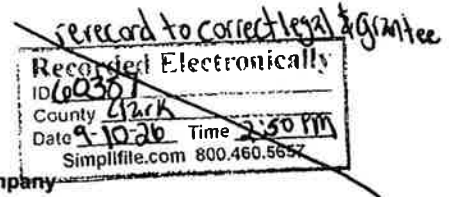


EXHIBIT "A"

1089089

Parcel 1:

Part of the West half of Section 4, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Beginning at a point on the North-South centerline of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786, that is
South 00°03'08" East 2466.66 feet along said centerline from the North Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; running thence along said North-South centerline
South 00°03'08" East 2836.35 feet to the South Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along the South line of said Section 4,
North 89°48'57" West 2648.50 feet to the Southwest corner of said Section 4, monumented with an Idaho Department of Transportation right-of-way monument; thence along the West line of said Section 4,
North 00°01'36" West 5291.88 feet to the Northwest corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along the North line of said Section 4,
North 89°56'36" East 2292.92 feet to a point monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence
South 00°03'08" East 2466.66 feet to a point monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence
North 89°56'36" East 353.19 feet to a point on said North-South centerline and the Point of Beginning.

Also:

Part of the East half of Section 5, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Commencing at the Northeast corner of said Section 5, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; and running thence along the East line of said Section 5,
South 00°01'36" East 5291.88 feet to the Southeast corner of said Section 5, monumented with an Idaho Department of Transportation right-of-way monument; thence along the South line of said Section 5 to a point in the East right-of-way of Interstate 15 Project No. ID-I-IR-15-3(30)150, monumented with an Idaho Department of Transportation right-of-way monument,
South 89°35'07" West 136.08 feet; thence along said East right-of-way
North 04°04'02" West 5305.73 feet to a point on the North line of said Section 5, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along said North line,
North 89°56'36" East 509.97 feet to the Point of Beginning.

Excepting Therefrom:

A parcel of land, being a portion of the West Half of Section 4, in Township 9 North, Range 36 East, Boise Meridian, County of Clark, State of Idaho and being more particularly described as follows:

BEGINNING at the Southeast corner of the West half of said Section 4 (south quarter corner), an aluminum cap monument, CP&F Instrument Number 54377, from which the southwest corner of said Section, an ITD Right-of-Way marker, CP&F Instrument Number 54376 bears North 89°46'27" West - 2648.50 feet;
THENCE North 89°46'27" West along a line coincident with the southerly boundary of said Section, for a distance of 1580.29 feet;
THENCE North 10°32'23" West for a distance of 3.79 feet to a set 5/8" rebar and plastic cap;
THENCE North 23°28'19" East for a distance of 3,081.26 feet to 3 found aluminum cap monument stamped PLS 10786;

THENCE North 89°59'06" East for a distance of 353.19 feet to a point on the east line of the west half of said Section 4 and a found aluminum cap monument stamped PLS 10786;
THENCE South 00°00'38" East for a distance of 2,836.35 feet to the POINT OF BEGINNING;

Parcel 1A:

A 60 foot Access Easement for the benefit of Parcel 1 as created by instrument recorded May 31, 2011 as Instrument No. 54247, for access, over, under and across the land described as follows:

Part of the West half of Section 4, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Commencing at the North Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786, running thence
South 00°03'08" East 60.00 feet along the North-South centerline of said Section 4; thence
South 89°56'36" West 353.19 feet; thence
North 00°03'08" West 60.00 feet; thence
North 89°56'36" East 353.19 feet to the Point of Commencement.

Parcel 2:

A parcel of land, being a portion of the Northwest Quarter of Section 9, and a portion of Northeast Quarter of Section 8, all in Township 9 North, Range 36 East, Boise Meridian, County of Clark, State of Idaho and being more particularly described as follows:

COMMENCING at the southwest corner of the northwest quarter of said Section 9 (west quarter corner),
an
ITD right-of-way marker, CP&F Instrument Number 59109, from which the northwest corner of said Section, an ITD right-of-way marker, CP&F Instrument Number 54376 bears North 00°01'11" East -
2666.09
feet;
THENCE South 89°56'00" West for a distance of 31.80 feet to a point on the easterly Right-of-Way line of I-
15, as shown on project number I-15-3(21)163 highway plans and a set 5/8" rebar and plastic cap;
THENCE North 00°04'43" West along a line coincident with said Right-of-Way, for a distance of 488.24
feet
to a set 5/8" rebar and plastic cap and the POINT OF BEGINNING;
THENCE along said Right-of-Way the following three (3) courses:
North 00°04'43" West for a distance of 335.89 feet to a found ITD Right-of-Way marker;
796.78 feet along the arc of a curve to the left, having a radius of 11,559.16 feet and a central angle of 03°56'58", and a long chord which bears North 02°03'11" West, 796.63 feet to a found ITD
Right-of-Way marker;
North 04°01'40" West for a distance of 1048.45 feet to a found ITD Right-of-Way marker;
THENCE North 89°59'38" East for a distance of 136.04 feet to the northwest corner
of said Section and a found ITD Right-of-Way marker;
THENCE South 89°46'27" East along a line coincident with the northerly boundary
of said Section, for a distance of 1,068.21 feet;
THENCE South 10°32'23" East for a distance of 446.56 feet to a set 5/8" rebar and plastic cap;
THENCE South 37°16'53" West for a distance of 439.07 feet to a set 5/8" rebar and plastic cap;
THENCE South 32°17'19" West for a distance of 166.98 feet to a set 5/8" rebar and plastic cap;
THENCE South 04°07'30" West for a distance of 175.57 feet to a set 5/8" rebar and plastic cap;
THENCE South 42°15'31" West for a distance of 302.39 feet to a set 5/8" rebar and plastic cap;
THENCE South 36°31'09" West for a distance of 499.41 feet to a set 5/8" rebar and plastic cap;
THENCE South 36°12'13" West for a distance of 238.32 feet to a set 5/8" rebar and plastic cap;
THENCE South 37°14'19" East for a distance of 179.74 feet to a set 5/8" rebar and plastic cap;
THENCE South 52°45'41" West for a distance of 179.34 feet to a set 5/8" rebar and plastic cap;

THENCE North 89°58'27" West for a distance of 140.17 feet to the POINT OF BEGINNING.



Microfile No. 60387
10 Day Sep 26
At 02 O'Clock 50 PM
Clark Co. Recorder Ashley Leonardson
Fee \$15.00
AL Deputy
Recorded at Request of
Alliance Title - Pocatello Office

WARRANTY DEED

Escrow No.: 1089089

FOR VALUE RECEIVED

Rocky Mountain Land and Cattle, L.L.C., an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Wyatt E Hurst and McKena L Hurst husband and wife

whose current address is:

Po Box 72
Lewisville, ID 83431

the grantee(s), the following described premises, in Clark County, Idaho,
TO WIT:

"See attached exhibit A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 9, 2026

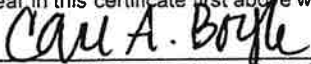
Rocky Mountain Land and Cattle, L.L.C.


Roger Ball, Manager

State of Idaho} ss
County of Bonneville}

On this day of September, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Roger Ball known or identified to me to be the in the Limited Liability Company known as who executed the foregoing instrument in said LLC name and acknowledged that he/she/they executed the instrument in said LLC name.

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


Cari A. Boyle
Notary Public for the State of Idaho
Residing at: Bonneville County
Commission Expires: 06/12/2032



WATER RIGHTS:

Water Right Summary

Water Right #31-7094, Decreed, 9/28/1973 Priority Date, Groundwater, 1.41 CFS, 6.75 GPM, 282 AF, 3.0 AFA over 94 acres

Water Right #31-11444, Decreed, 5/1/1973 Priority Date, Groundwater, 0.45 CFS, 6.75 GPM, 90 AF, 3.0 AFA over 30 acres

NOTE: The above water rights, when combined, are limited to 1.41 CFS over 124 acres, or 5.12 GPM

Water Right #31-12300, Decreed, 7/13/1914 Priority Date, Camas Creek, 0.62 CFS irrigation water, 3.40 GPM, over 48 acres plus stockwater which, when combined with WR #31-12299 (owned by David Ward), allows for up to 500 cattle.

Water Right #31-12302, Decreed, 6/29/1909 Priority Date, Camas Creek, 0.46 CFS irrigation water, 5.75 GPM over 36 acres plus stockwater, which when combined with #31-12301 (owned by David Ward), allows for up to 500 cattle.

Water Right #31-12304, Decreed, 6/8/1917 Priority Date, Camas Creek, 0.41 CFS irrigation water, 3.42 GPM over 53.9 acres plus stockwater, which when combined with #31-12303 (owned by David Ward), allows for up to 250 cattle.

NOTE: The three above water rights, when combined with Water Right #31-11444 (top), are limited to the irrigation of 82 acres

Water Right #31-7114, Decreed, 3/4/1974 Priority Date, Stockwater for 300 cattle and Domestic water up to 13,000 gallons/day.

All irrigation equipment attached to the property described above.

All irrigation equipment of every kind and character, including but not limited to, pumps, motors, and mainline. All hand lines, wheel lines, and pivots, together with substitutions, replacements, and any irrigation equipment acquired hereafter.

Idaho department water resources

Joney 208-525-7161

Initials WH Date 9/10/26
MT 9/10/26

Microfile No. 60389
10 Day Sep 26
At 03 O'Clock 22 PM
Clark Co. Recorder Ashley Leonardson
Fee \$45.00
AL Deputy .yn
Recorded at Request of
Alliance Title - Pocatello Office

This Mortgage is junior and subordinate to only that mortgage executed by
Hurst and delivered to Bank of Commerce, dated September 10, 2026
Instrument No. 60388

THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING

Form Approved - OMB No. 0560-0237
OMB Expiration Date 02/28/2029

(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

FSA-2029 ID
(04-01-26)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on September 10, 20 26. The mortgagor is Wyatt E Hurst and McKena Lyn Hurst, husband and wife
("Borrower") whose mailing address is 3409 E 4500 N, Lewisville Idaho 83431. This instrument is given to the United States of America, acting
through the Farm Service Agency, United States Department of Agriculture ("Government") located at 302 Profit Street, Rexburg Idaho 83440-5307

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

Date of Instrument
September 10th, 2026

Principal Amount
\$425,000

Annual Rate of Interest
4.00%

Due Date of Final Installment
September 10th, 2066

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Idaho, County or Counties of Clark

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

Initial WH Date 9/10/26
WH 9/10/26

60389

income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the rights, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 *et. seq.* and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments,

Initial WH Date 9/10/26
HT 9/10/26

attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for

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WH 9/10/26

Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetency; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **Assignment of lease and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

29. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

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By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

Wyatt E Hurst (SEAL)
Wyatt E Hurst (SEAL)

McKena Lyn Hurst (SEAL)
McKena Lyn Hurst (SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO

} ss. (Individual)

COUNTY OF Idaho

On this 10th day of September, before me personally appeared Danielle Seward
Wyatt E Hurst and McKena Lyn Hurst, to be known to me to be the same person(s) whose name is subscribed
to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary
act, for the uses and purposes set forth.

My commission expires:

03/28/2028

Danielle Seward
NOTARY PUBLIC

Notes: Page 6 of 7, and page 7 of 7 apply to entities and will not be recorded for individuals.

Page 7 of 7 contains the privacy act paperwork reduction act and USDA nondiscrimination statements and will not be recorded.

Initials WH Date 9/10/26
WH 9/10/26

STATE OF
IDAHO
COUNTY
OF _____

} ss. (Corporation)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, President and _____ Secretary of _____, a _____ corporation, on behalf of the corporation.

My commission
expires:

NOTARY PUBLIC

STATE OF IDAHO
COUNTY OF _____

} ss. (Partnership)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Partners, on behalf of the _____ partnership.

My commission expires:

NOTARY PUBLIC

Initial WH Date 9/10/26
ut alioke

STATE OF IDAHO

}

ss. (Limited Liability Company)

COUNTY OF _____

On this _____ day of _____, in the year of 20 _____, personally appeared before me, _____, known or identified to me to be the manager or 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.

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine applicant/borrower ability to participate in and receive benefits under an FSA Loan Program. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a determination that the applicant/borrower is unable to participate in and receive benefits under an FSA Loan Program.

Public Burden Statement (Paperwork Reduction Act): According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden by emailing to: askusda@usda.gov. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Initial WH Date 9/10/26
WH 9/10/26

EXHIBIT "A"
Double Plus Cattle LLC

Parcel 1:

Part of the West half of Section 4, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Beginning at a point on the North-South centerline of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786, that is

South 00°03'08" East 2466.66 feet along said centerline from the North Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; running thence along said North-South centerline

South 00°03'08" East 2836.35 feet to the South Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along the South line of said Section 4,

North 89°48'57" West 2648.50 feet to the Southwest corner of said Section 4, monumented with an Idaho Department of Transportation right-of-way monument; thence along the West line of said Section 4,

North 00°01'36" West 5291.88 feet to the Northwest corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along the North line of said Section 4,

North 89°56'36" East 2292.92 feet to a point monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence

South 00°03'08" East 2466.66 feet to a point monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence

North 89°56'36" East 353.19 feet to a point on said North-South centerline and the Point of Beginning.

Also:

Part of the East half of Section 5, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Commencing at the Northeast corner of said Section 5, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; and running thence along the East line of said Section 5,

South 00°01'36" East 5291.88 feet to the Southeast corner of said Section 5, monumented with an Idaho Department of Transportation right-of-way monument; thence along the South line of said Section 5 to a point in the East right-of-way of Interstate 15 Project No. ID-I-IR-15-3(30)150, monumented with an Idaho

Department of Transportation right-of-way monument,

South 89°35'07" West 136.08 feet; thence along said East right-of-way

North 04°04'02" West 5305.73 feet to a point on the North line of said Section 5, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786; thence along said North line,

North 89°56'36" East 509.97 feet to the Point of Beginning.

Excepting Therefrom:

A parcel of land, being a portion of the West Half of Section 4, in Township 9 North, Range 36 East, Boise Meridian, County of Clark, State of Idaho and being more particularly described as follows:

BEGINNING at the Southeast corner of the West half of said Section 4 (south quarter corner), an aluminum cap monument, CP&F Instrument Number 54377, from which the southwest corner of said Section, an ITD Right-of-Way marker, CP&F Instrument Number 54376 bears North 89°46'27" West - 2648.50 feet;

THENCE North 89°46'27" West along a line coincident with the southerly boundary of said Section, for a distance of 1580.29 feet;

THENCE North 10°32'23" West for a distance of 3.79 feet to a set 5/8" rebar and plastic cap;

THENCE North 23°28'19" East for a distance of 3,081.26 feet to 3 found aluminum cap monument stamped PLS 10786;

THENCE North 89°59'06" East for a distance of 353.19 feet to a point on the east line of the west half of said Section 4 and a found aluminum cap monument stamped PLS 10786;

THENCE South 00°00'38" East for a distance of 2,836.35 feet to the POINT OF BEGINNING;

Initials VH Date 9/10/26
HT 9/10/26

Parcel 1A:

A 60 foot Access Easement for the benefit of Parcel 1 as created by instrument recorded May 31, 2011 as Instrument No. 54247, for access, over, under and across the land described as follows:

Part of the West half of Section 4, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Commencing at the North Quarter corner of said Section 4, monumented with a 5/8" iron rod and aluminum cap stamped LS 10786, running thence

South 00°03'08" East 60.00 feet along the North-South centerline of said Section 4; thence

South 89°56'36" West 353.19 feet; thence

North 00°03'08" West 60.00 feet; thence

North 89°56'36" East 353.19 feet to the Point of Commencement.

Parcel 2:

A parcel of land, being a portion of the Northwest Quarter of Section 9, and a portion of Northeast Quarter of Section 8, all in Township 9 North, Range 36 East, Boise Meridian, County of Clark, State of Idaho and being more particularly described as follows:

COMMENCING at the southwest corner of the northwest quarter of said Section 9 (west quarter corner), an ITD right-of-way marker, CP&F Instrument Number 59109, from which the northwest corner of said Section, an ITD right-of-way marker, CP&F Instrument Number 54376 bears North 00°01'11" East - 2666.09 feet;

THENCE South 89°56'00" West for a distance of 31.80 feet to a point on the easterly Right-of-Way line of I-15, as shown on project number I-15-3(21)163 highway plans and a set 5/8" rebar and plastic cap;

THENCE North 00°04'43" West along a line coincident with said Right-of-Way, for a distance of 488.24 feet to a set 5/8" rebar and plastic cap and the POINT OF BEGINNING;

THENCE along said Right-of-Way the following three (3) courses:

North 00°04'43" West for a distance of 335.89 feet to a found ITD Right-of-Way marker;

796.78 feet along the arc of a curve to the left, having a radius of 11,559.16 feet and a central angle of 03°56'58", and a long chord which bears North 02°03'11" West, 796.63 feet to a found ITD Right-of-Way marker;

North 04°01'40" West for a distance of 1048.45 feet to a found ITD Right-of-Way marker;

THENCE North 89°59'38" East for a distance of 136.04 feet to the northwest corner of said Section and a found ITD Right-of-Way marker;

THENCE South 89°46'27" East along a line coincident with the northerly boundary of said Section, for a distance of 1,068.21 feet;

THENCE South 10°32'23" East for a distance of 446.56 feet to a set 5/8" rebar and plastic cap;

THENCE South 37°16'53" West for a distance of 439.07 feet to a set 5/8" rebar and plastic cap;

THENCE South 32°17'19" West for a distance of 166.98 feet to a set 5/8" rebar and plastic cap;

THENCE South 04°07'30" West for a distance of 175.57 feet to a set 5/8" rebar and plastic cap;

THENCE South 42°15'31" West for a distance of 302.39 feet to a set 5/8" rebar and plastic cap;

THENCE South 36°31'09" West for a distance of 499.41 feet to a set 5/8" rebar and plastic cap;

THENCE South 36°12'13" West for a distance of 238.32 feet to a set 5/8" rebar and plastic cap;

THENCE South 37°14'19" East for a distance of 179.74 feet to a set 5/8" rebar and plastic cap;

THENCE South 52°45'41" West for a distance of 179.34 feet to a set 5/8" rebar and plastic cap;

THENCE North 89°58'27" West for a distance of 140.17 feet to the POINT OF BEGINNING.

Initials WH Date 9/10/26
MT 9/10/26

WATER RIGHTS:

Water Right Summary

Water Right #31-7094, Decreed, 9/28/1973 Priority Date, Groundwater, 1.41 CFS, 6.75 GPM, 282 AF, 3.0 AFA over 94 acres

Water Right #31-11444, Decreed, 5/1/1973 Priority Date, Groundwater, 0.45 CFS, 6.75 GPM, 90 AF, 3.0 AFA over 30 acres

NOTE: The above water rights, when combined, are limited to 1.41 CFS over 124 acres, or 5.12 GPM

Water Right #31-12300, Decreed, 7/13/1914 Priority Date, Camas Creek, 0.62 CFS irrigation water, 3.40 GPM, over 48 acres plus stockwater which, when combined with WR #31-12299 (owned by David Ward), allows for up to 500 cattle.

Water Right #31-12302, Decreed, 6/29/1909 Priority Date, Camas Creek, 0.46 CFS irrigation water, 5.75 GPM over 36 acres plus stockwater, which when combined with #31-12301 (owned by David Ward), allows for up to 500 cattle.

Water Right #31-12304, Decreed, 6/8/1917 Priority Date, Camas Creek, 0.41 CFS irrigation water, 3.42 GPM over 53.9 acres plus stockwater, which when combined with #31-12303 (owned by David Ward), allows for up to 250 cattle.

NOTE: The three above water rights, when combined with Water Right #31-11444 (top), are limited to the irrigation of 82 acres

Water Right #31-7114, Decreed, 3/4/1974 Priority Date, Stockwater for 300 cattle and Domestic water up to 13,000 gallons/day.

All irrigation equipment attached to the property described above.

All irrigation equipment of every kind and character, including but not limited to, pumps, motors, and mainline. All hand lines, wheel lines, and pivots, together with substitutions, replacements, and any irrigation equipment acquired hereafter.

Initials WH Date 9/16/26
HT 9/10/26



ALLIANCE
TITLE & ESCROW

901 Pier View Dr., Ste 101, Idaho Falls, ID 83402
Phone (208) 524-5600 Fax (208) 524-1977

RECEIVED

SEP 14 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

September 10, 2026

Idaho Department of Water Resources
900 N Skyline Dr., Ste. A
Idaho Falls, ID 83402

Escrow No.: 1089089
Property: NNA County 91 South
Dubois, ID 83423

Parties: Wyatt E Hurst and McKena Lyn Hurst
Rocky Mountain Land and Cattle, L.L.C.

We are enclosing documents and/or funds for the property referenced above.

Please feel free to contact us with any questions.

Sincerely,

Danielle Seward

Escrow Officer

Enclosure(s)



Parcel 1
Also
Parcel 2
Exception



Le0394 Rocky Mountain Land & Cattle LLC To Wyatt E
Hurst & McKenna Lyn Hurst

9/15/2026

Scale: 1 inch= 1500 feet

File:

Tract 1: 301.9128 Acres, Closure: s00.2737e 1.00 ft. (1/15860), Perimeter=15889 ft.

Tract 2: 39.2476 Acres, Closure: s21.1658w 0.10 ft. (1/108443), Perimeter=11244 ft.

Tract 3: 62.9956 Acres, Closure: n83.1332w 0.01 ft. (1/999999), Perimeter=7855 ft.

Tract 4: 38.1880 Acres, Closure: n35.2851w 0.01 ft. (1/521919), Perimeter=6153 ft.

01 /ne,nw,4,9n,36e
02 /s00.0308e 2466.66
03 s00.0308e 2835.35
04 n89.4857w 2648.50
05 n00.0136w 5291.88
06 n89.5636e 2292.92
07 s00.0308e 2466.66
08 n89.5636e 353.19
09 @0
10 /ne,5,9n,36e
11 s00.0136e 5291.88
12 s89.3507w 136.08
13 n04.0402w 5305.73
14 n89.56e 509.97
15 @0
16 /se,sw,4,9n,36e
17 n89.4627w 1580.29
18 n10.3223w 3.79
19 n23.2819e 3081.26
20 n89.5906e 353.19
21 s00.0038e 2836.35
22 @0
23 /sw,nw,9,9n,36e
24 /s89.5600w 31.80

25 /n00.0443w 488.24
26 n00.0443w 335.89
27 Lt, r=11559.16, delta=003.5658, arc=796.78, chord=n02.0311w 796.62
28 n04.0140w 1048.45
29 n89.5938e 136.04
30 s89.4627e 1068.21
31 s10.3223e 446.56
32 s37.1653w 439.07
33 s32.1719w 166.98
34 s04.0730w 175.57
35 s42.1531w 302.39
36 s36.3109w 499.41
37 s36.1213w 238.32
38 s37.1419e 179.74
39 s52.4541w 179.34
40 n89.5827w 140.17



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

September 16, 2026

WYATT E HURST
MCKENA LYN HURST
PO BOX 72
LEWISVILLE ID 83431

Re: Change in Ownership for Water Right No(s): 31-7094, 31-11444, 31-12300, 31-12302
31-12304, 31-7114

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.

Please note: this application listed 3 Water Rights 31-12299, 31-12301, 31-12303 that are not appurtenant to your property and that Water Right # 31-11444 was listed twice on the application, therefore you are entitled to a partial refund and it will arrive from the State Office in a couple of weeks.

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)
Cc: Water District 31
Water District 110
Jefferson Clark GWD