

MAY 27 2021

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
13-7869 <i>OK</i>		
13-7871 <i>OK</i>		
13-679 <i>OK</i>		

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

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

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

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

Idaho AgCredit, FLCA

PO Box 985

Blackfoot, ID 83221

Phone

208-785-1510

Email

avery.robertson@idahogacredit.com

Justin Burrell and Lora C. Burrell, husband and wife

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

March 1, 2051

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

Avery Robertson, Loan Officer

For Office Use Only

Received by *JB*

Date *5/27/2021*

Receipt No. *E047008*

Fee *\$75.-*

Processed by AJ

Date

WR *JB*

Date

6/3/2021

APPENDIX DATA

13-679



Idaho AgCredit

REAL ESTATE MORTGAGE

Page 1
AM 104 (revised 06/16)

Date: December 17, 2020

Loan: 0006821317 - 5522943101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

Instrument # 206262

12-30-2020 10:57:09 No. of Pages: 8
Recorded for FIRST AMERICAN TITLE CO. INC. - SDA SPRINGS
By: [Signature] SDA SPRINGS
Idaho Recorder's Office
Next to: MORTGAGE

1. THIS MORTGAGE is made this December 17, 2020 between Justin Burrell, aka Justin M. Burrell, aka Justin Morgan Burrell, and Lora C. Burrell, aka Lora Burrell, aka Lora Christine Burrell, husband and wife, whose address is 2250 N. Leno Rd. Grice, ID 83241, hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Caribou, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bows, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

WATER RIGHTS:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 13-7869, Priority Date May 1, 1894, for 1.8 CFS, for 90 Acres Trout Creek.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 13-7871, Priority Date May 1, 1901, for 0.4 CFS, for 20 Acres Trout Creek.

1 share of Trout Creek Culinary Water Inc.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 13-679, Priority Date September 10, 1860, for 1.6 CFS, for 200 acres from Cold Spring Creek.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon, all standing timber and timber to be located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water, including the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guarantees executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions);

Date of Note	Maturity Date	Amount of Note
December 17, 2020	March 1, 2051	\$850,000.00

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guarantees executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; c) the performance of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; d) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage; or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and e) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

6. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

a) To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements, to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

b) To keep the Property in good condition, working order and repair, care for the Property in accordance with standards of good

Date: December 17, 2020

Loan: 0086521317 - 5522943101

husbandry and to keep all trees, vines and crops on said land property cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, destroyed or removed thereon; to comply with all laws, covenants and restrictions affecting the Property, not to commit or permit waste, the destruction or removal of any structure or improvement on the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagee under any lease of the Property.

c) To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagee shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagee's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagee to provide the required coverage, such inability shall constitute an event of default hereunder.

d) To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagee agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

e) To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property, to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

f) In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagee agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and Mortgagee agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be included in the principal balance of the debt and of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagee and Mortgagee.

g) Should Mortgagee fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagee and without releasing Mortgagee 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 Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property, 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, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary hereunder, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagee secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagee, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

h) To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

i) Environmental Representations, Warranties and Covenants.

1) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagee which specifically refers to the Property, to the best knowledge of Mortgagee after due inquiry, Mortgagee hereby further represents, warrants and covenants as follows:

(a) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagee to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants.

(b) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagee shall immediately notify Mortgagee if Mortgagee acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagee's possession relative thereto;

(d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored, treated, in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagee threatened against or anticipated by Mortgagee, with respect to Mortgagee's use or management of Hazardous Materials or

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED DECEMBER 17, 2020

Justin Burrell

Loan: 0008621317 - 5522943101

REAL ESTATE DESCRIPTION:

Parcel I:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho:

Section 10: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 15: NEX.

Parcel II:

Township 11 South, Range 41 East, Boise Meridian, Caribou County, Idaho:

Section 20: A parcel of land located in Section 20, Township 11 South, Range 41 East, Boise Meridian, Caribou County, Idaho, and more particularly described as follows:

Commencing at the West Quarter corner of Section 20, from which the Northwest corner of said Section 20 bears North 00°20'52" East; Thence South 89°22'01" East 1325.36 feet to a 5/8" rebar and cap (PLS 9169) at the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 20;

Thence South 89°23'14" East 595.72 feet along the North boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to a 5/8" rebar with cap (PLS 9169) at the Northwest corner of the parcel of land described in Instrument No. 176942, the Point of Beginning;

Thence South 10°32'22" West 391.12 feet along the East boundary of said parcel to a 5/8" rebar and cap (PLS 9169) at the Southeast corner thereof;

Thence North 78°35'48" West 251.69 feet along the South boundary of said parcel to a 5/8" rebar and cap (PLS 9169) at the Northeast corner of the parcel of land described in Instrument No. 194017;

Thence South 10°11'15" West 171.42 feet along the East boundary of said parcel to a 5/8" rebar and cap at the Southeast corner thereof;

Thence North 69°01'36" West 57.66 feet along the South boundary of said parcel to a 5/8" rebar and cap (PLS 9169);

Thence North 61°51'23" West 109.76 feet along the South boundary of said parcel to a 5/8" rebar and cap (PLS 9169);

Thence North 84°44'15" West 167.78 feet along the South boundary of said parcel to a mag nail and washer (PLS 9163) at the centerline of the County Road;

Thence South 10°10'45" West 286.42 feet along said centerline to a mag nail and washer (PLS 9163) at the Westerly extension of a fence line;

Thence South 74°52'00" East 323.91 feet along a fence line to a 5/8" rebar and cap labeled "A.L.S., PLS 9163";

Thence South 12°40'30" West 546.46 feet along a fence line to a 5/8" rebar with cap at a fence corner;

Thence South 69°58'20" East 1232.06 feet along a fence line to a 5/8" rebar and cap;

Thence South 69°59'00" East 745.00 feet along a fence line to a 5/8" rebar and cap;

Thence South 69°11'00" East 158.50 feet along a fence line to a 5/8" rebar and cap;

Thence North 00°05'00" East 1297.00 feet along a fence line to a 5/8" rebar and cap at a fence corner;

Thence North 00°15'20" West 1369.23 feet along a fence line to a 5/8" rebar and cap;

Thence North 69°50'56" West 1008.46 feet along a fence line to a 5/8" rebar and cap at the North boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 54°01'30" West 453.80 feet along a fence line to a 5/8" rebar and cap;

Thence South 38°59'00" West 963.00 feet along a fence line to a 5/8" rebar and cap;

Thence South 10°32'22" West 14.00 feet to the Point of Beginning.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:**IRRIGATION EQUIPMENT:**

- 1 - 5 lower Zimmatic pivots
 - 1 - 6 lower Zimmatic pivot with corner system
 - 1 - 7 lower Zimmatic pivots
- Approx. 10,200' of 4" - 20" diameter PVC mainline

Justin Burrell

Lora C. Burrell



Brad Little
Governor

State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Gary Spackman
Director

June 03, 2021

IDAHO AG CREDIT FLCA
PO BOX 985
BLACKFOOT ID 83221-0985

IDAHO AG CREDIT PCA
PO BOX 985
BLACKFOOT ID 83221-0985

RE: Notice of Security Interest for Water Right/Permit No(s): 13-679, 13-7869 & 13-7871

Dear Security Interest Holder:

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: LORA C BURRELL
JUSTIN M BURRELL
WESTERN AGCREDIT PCA
ZIONS FIRST NATIONAL BANK