

RECEIVED ✓

APR 22 2020

DEPT OF WATER RESOURCES
SOUTHERN 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.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
45-2263			
45-2656			
45-2547			
45-10414			

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

Tessa A. Poulsen
P.O. Box 218
Oakley, Idaho 83346
 Phone 208-312-3381
 Email shoulder3ranches@gmail.com

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

Whiteley Brothers, L.L.C.

5. Expiration Date of Notification Period

March 1, 2040

6. Is this a Renewal of Request for Notification?

YES NO

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

Tessa A. Poulsen
Mary Whiteley

Title, if applicable

For Office Use Only

Received by *Am* Date 4-22-2020 Receipt No. 5037888 Fee \$100-
 Processed by AJ _____ Date _____ WR *Am* Date 6/2/2020

SUPPORT DATA
IN FILE # 45-2263

REAL ESTATE MORTGAGE

20359752

KNOW ALL MEN BY THESE PRESENTS: This indenture is made and entered into effective April 15, 2020, by and between **WHITELEY BROTHERS, L.L.C.**, an Idaho limited liability company, P.O. Box 218, Oakley, Idaho 83346 and **G-DOT FARMS, INC.**, an Idaho corporation, P.O. Box 211, Oakley, Idaho 83346 (Mortgagor) and **TESSA A. POULSEN**, a married woman dealing with her sole and separate property, c/o TitleOne Corp., 211 West 13th Street, Burley, Idaho 83318 (Mortgagee).

Mortgagor, in consideration of a loan made to Randy Hardy and Karlene Hardy (Hardy) by Mortgagee in the original principal amount of
plus interest, with the final payment due on March 1, 2040, evidenced by a Promissory Note signed by Hardy (Promissory Note) grants, bargains, sells, and conveys to Mortgagee, its successors and assigns forever the real property located in Cassia County, Idaho described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Together with all and singular the water rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto the Mortgagee, its successors and assigns forever.

This grant is intended as a mortgage to secure payment of the Promissory Note described above made, executed and delivered by Mortgagor together with any extensions or renewals

thereof in whole or in part, whether such extension or renewal is evidenced by a new note or notes or otherwise.

Mortgagor agrees that Hardy shall pay the note together with advances hereafter made by Mortgagee to Hardy or their heirs, successors, administrators, and assigns during the life of this mortgage, which advances, together with all renewals and extensions thereof in whole or in part this mortgage is to cover as fully and completely as if the amount was fully stated.

1. Mortgagor covenants and agrees as follows, to-wit:

1.1. Mortgagor is lawfully seized and possessed of the mortgaged premises in fee simple; such premises and property are free and clear of any encumbrances, liens or charges except those liens and/or encumbrances described above; that Mortgagor has good, right and lawful authority to sell, assign, transfer and convey the said premises and that Mortgagor will warrant and defend the continuance thereof to the holder of the note hereunder against all claims whatsoever; that Mortgagor will at all times, at Mortgagor's own expense, use Mortgagor's best efforts to keep said premises free and clear of any and all noxious weeds; that Mortgagor will keep the said premises and the whole thereof, free and clear of all mechanics' liens or other liens or encumbrances; that any and all improvements now upon and all hereafter placed upon said premises shall be, become and remain a part of the realty and be subject to the lien of this mortgage;

1.2. In any suit in which the Mortgagee finds it expedient to defend a suit in order to protect the lien of this mortgage, the Mortgagor agrees to pay a reasonable sum in such suit or

action as attorney's fees, together with all of the expenses and costs of such suit incurred by the said Mortgagee;

1.3. From time to time, upon written demand of the Mortgagee, to make, execute and acknowledge such assurances as may be reasonably advised or required for effectuating the intention of this mortgage;

1.4. To pay all taxes, levies and assessments of every kind, nature and description now upon or hereafter levied against said premises, and upon any personal property of the said Mortgagor, as the same shall become due and payable; and to keep said premises and the whole thereof and all buildings and improvements which may hereafter be erected thereon in good condition and repair. Upon the failure, neglect or refusal of the Mortgagor to pay the aforementioned taxes, levies or assessments or any prior lien or encumbrance when due, the same may be paid by said Mortgagee. Upon failure to keep said premises in good condition and repair, said Mortgagee may procure the repairs to be made and pay for the same. Any and all amounts so paid by said Mortgagee shall be immediately repaid to it, and in default thereof, the same shall be added to and become a part of the sum secured by this mortgage and shall bear interest at the average rate per annum of the obligations described in the Promissory Note;

1.5. Mortgagor will not commit or suffer to be committed, any waste or strip nor anything that will in anywise impair the security of the mortgage;

2. Mortgagor guarantees that Hardy shall pay all obligations owing Mortgagee according to the tenor of the Promissory Note executed by Hardy, together with taxes, levies and

assessments and costs of repairs, when due, and shall duly fulfill, keep and perform each and every one of the covenants, stipulations and agreements herein contained.

3. It is expressly understood and agreed that TIME is expressly the essence of this mortgage and the obligations secured hereby, and in case of default shall be made in the payment of said principal sum, or the interest thereon or any part thereof, or advances, if any, or in the payment of any taxes, levies or assessments, costs of repairs, or any of them, or if any of the covenants or conditions to be kept, observed or performed by the Mortgagor or Hardy shall be violated, then and from thenceforth it shall be optional with the holder of the indebtedness secured hereby, or their successors or assigns, to consider the whole of said principal expressed in said Promissory Note hereby secured as immediately due and collectible although the time expressed in said note for the payment thereof shall not have arrived, without notice to the said Mortgagor, or Mortgagor's heirs, executors, administrators, successors or assigns, and immediately to enter into and upon all and singular the above described premises and to sell and dispose of the same, together with the rents, issues and profits thereof, and all benefit and equity of the redemption of the said Mortgagor, according to law, and out of the money arising from such sale, to retain the principal and interest which shall be due on said Promissory Note and pay the costs and charges of suit, including a reasonable attorney's fees and all costs of preparation of a Litigation Guarantee prepared by a title company for the purpose of such suit, and also all the amounts of all such payments of taxes, levies or assessments, prior liens, encumbrances or claims, and any and all other monies due or owing by Hardy unto Mortgagee hereunder, and the interest thereon, as aforesaid, by reason of the permission hereinbefore given, rendering the

overplus of the purchase money, if any there be, unto the said Mortgagor, and if said premises do not sell for a sum sufficient to pay the aforementioned sums and the whole thereof, then said Mortgagor does hereby covenant and agree to pay such balance, and deficiency judgment may be had therefor.

4. It is hereby further understood and agreed that in the event the holder or holders of this mortgage are entitled hereunder to foreclose the same, it shall have the right to the appointment of a receiver of the said lands and property, and the said Mortgagor consents that the Mortgagee, if the court deems proper, be appointed such receiver.

5. This agreement shall extend to and be for the benefit of and be binding upon the successors, legal representatives, and assigns of the Mortgagor and Mortgagee.

6. This mortgage is subject to the terms and conditions set forth in that Promissory Note payable to Mortgagee by Hardy of even date herewith.

7. Mortgagee is relying upon the credit of Hardy and the Mortgagor and Hardy's ability to pay the debt and maintain the security, and therefore in the event that the Mortgagor sells, transfers, assigns, conveys or otherwise hypothecates the security, the Promissory Note secured hereby shall at once, without notice, become immediately due and payable even though the time of maturity has not arrived.

8. The interest rate, payment terms, or balance due on the Promissory Note may be indexed, adjusted, renewed or renegotiated without affecting the lien of this mortgage or its priority in accordance with Idaho Code § 45-116.

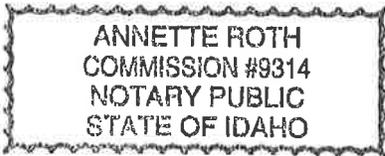
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

WHITELEY BROTHERS, L.L.C.

BY *W Gary Whiteley*
Winslow G. Whiteley, Member
also known as W. Gary Whiteley

STATE OF IDAHO)
) ss
County of Cassia)

On this 16th day of April, in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **WINSLOW G. WHITELEY**, known or identified to me to be one of the members of WHITELEY BROTHERS, L.L.C., 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.



Annette Roth
Notary Public for Idaho
Residing at Rupert, ID
My commission expires on 8-4-2023

G-DOT FARMS, INC.

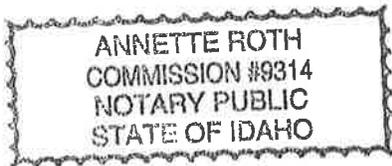
BY *W. Gary Whiteley*
W. Gary Whiteley, President
also known as Winslow G. Whiteley

ATTEST:

BY _____,
_____, Secretary

STATE OF IDAHO)
) ss
County of Cassia)

On this 16 day of April, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. GARY WHITELEY** and _____, known or identified to me to be the President and Secretary of G-DOT FARMS, INC., the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Annette Roth
Notary Public for Idaho
Residing at *Rupert, ID*
My commission expires on *8-4-2023*

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: S $\frac{1}{2}$ and NE $\frac{1}{4}$, EXCEPT that portion deeded to the State of Idaho for Highway purposes.

ALSO EXCEPTING THEREFROM the following described property:

Part of the S $\frac{1}{2}$, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ section corner of said Section 33, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 88°51'13" West along the South line of Section 33 for a distance of 591.05 feet;
Thence North 45°57'54" East for a distance of 35.24 feet to a 1/2 inch rebar;
Thence North 45°57'54" East for a distance of 796.95 feet to a 1/2 inch rebar on the West right of way of State Highway 27;
Thence South 00°47'01" West along the West right of way of State Highway for a distance of 541.59 feet to the North-South 1/4 section line;
Thence South 00°04'26" East along the North-South 1/4 section line for a distance of 48.73 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: S $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described property:

Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 34, more particularly described as follows:

Beginning at the West quarter Section corner of said Section 34, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 0°06'37" West along section line for 327.56 feet to a 1/2 inch rebar;
Thence South 89°03'18" East for 265.97 feet to a 1/2 inch rebar;
Thence South 0°06'37" East for 327.56 feet to a 1/2 inch rebar on the quarter section line;
Thence North 89°03'18" West along said quarter section line for 265.97 feet to the Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: N½

Including 1 machine sheds, 2 grain bins, and 1 quonset building attached as fixtures to the above described real property and including the following described water rights:

IDWR water right No. 45-2263
IDWR water right No. 45-2656
IDWR water right No. 45-2547
IDWR water right No. 45-10414

And 616.68 shares of Oakley Canal Company stock represented by Certificates Number 3346, 3347, and 3811, in the name of G-Dot Farms, Inc.

And 34,000 feet of buried mainline irrigation equipment located on the above described real property.



0003604652



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0003604652
 Date Filed: 8/25/2019 7:27:06 PM

Entity Name and Mailing Address:
WHITELEY BROTHERS, L.L.C.
 The file number of this entity on the records of the Idaho Secretary of State is: 0000074747
 Address: PO BOX 218 OAKLEY, ID 83346-0218

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W20369

The registered agent on record is:
 Registered Agent: **W GARY WHITELEY**
 Registered Agent
 Physical Address: 340 W MAIN ST OAKLEY, ID 83346
 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Address
TESSA A POULSEN	Member	PO BOX 218 OAKLEY, ID 83346
WINSLOW G WHITELEY	Member	PO BOX 211 OAKLEY, ID 83346

The annual report must be signed by an authorized signer of the entity.
Tessa Poulsen 08/25/2019
 Sign Here Date
 Signer's Title: Partner

B0333-4447 08/25/2019 7:27 PM Received by ID Secretary of State Lawrence Denney



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 2, 2020

TESSA A POULSEN
PO BOX 218
OAKLEY ID 83346-0218

RE: Notice of Security Interest for Water Right/Permit No(s): 45-2263, 45-2547, 45-2656, 45-10414

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Whiteley Brothers LLC
TitleOne, Burley (File #20359752)



TitleOne
a title & escrow co.

211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Depart. Of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

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APR 22 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 04/20/2020

Escrow No. 20359752
Randy Hardy/Tessa A. Poulsen

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

1. The original executed Notice of Security Interest in a Water Right between Tessa A. Poulsen and Whiteley Brothers, L.L.C.
2. A copy of the recorded Mortgage.
3. TitleOne's check no. 26716 payable to Idaho Department of Water Resources in the amount of \$100.00.

Please make the necessary changes in the records for the security interest.

Should you have any questions, please do not hesitate to contact Annette at 208-881-0087.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/hrg
Enc.
FedEx