

RECEIVED

JAN 07 2020

DEPARTMENT OF
WATER RESOURCESSTATE 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.
51-2089A			
51-2213A			
51-10149			

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

WINTER GRAZING LLC

c/o Chris Pollak

PO Box 1607

Bellevue, WA 98009

Phone 425-460-2500

Email chrisp@pistolcreek.com

SUPPORT DATA
IN FILE # 51-2089A

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

Austin Isaac & Shawna Isaac

5. Expiration Date of Notification Period

December 31, 2029

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Chris Pollak
Vice President

Title, if applicable

For Office Use OnlyReceived by KMDate 1-7-2020Receipt No. C108202Fee \$75.00

Processed by AJ

Date

WR

Date

2/13/2020

RECEIVED
OCT 12 2020
DEPT OF WATER RESOURCES

Instrument # 301679
MURPHY, OWYHEE, IDAHO
2019-10-30 11:01:49 No. of Pages: 7
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$45.00
Ex-Officio Recorder Deputy: map
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Winter Grazing LLC
c/o Chris Pollak
PO Box 1607
Bellevue, WS 98009

REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE ("Mortgage") is made by **AUSTIN ISAAC and SHAWNA ISAAC**, husband and wife, whose address is 31695 State Highway 51, Bruneau, ID 83604, as Borrower, to **WINTER GRAZING LLC**, a Washington limited liability company, whose address is c/o Chris Pollak, P.O. Box 1607, Bellevue, WA 98009, as Lender. The following grant is intended as a mortgage.

Borrower, in consideration of the sum of One Hundred Seventy Two Thousand Five Hundred and no/100ths Dollars (\$172,500.00), the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said Lender, its successors and assigns, the following described real property in Owyhee County, State of Idaho:

See legal description more particularly described on **Exhibit A** attached hereto and by this reference included herein ("the Property").

TOGETHER with all the improvements, privileges and appurtenances thereunto belonging, and the rents, issues and profits thereof, together with any and all ditch and ditch rights, water and water rights, subterranean well and water rights, all mineral rights, as well as all improvements, tenements, hereditaments and appurtenances thereunto belonging or appertaining, of every nature, however evidenced, used on said land or belonging to the same or said Borrower, or which may be hereafter acquired or used upon said land. Said Borrower hereby warrants that Borrower is lawfully seized of the Property, and that Borrower has good right, full power and lawful authority to convey and mortgage the same, and warrants the title to said Property land and rights against all persons claiming by, through or under Borrower, and agrees to defend the same.

This Mortgage is made to secure the payment of the principal sum of One Hundred Seventy Two Thousand Five Hundred and no/100ths Dollars (\$172,500.00) lawful money of the United States of America, evidenced by and according to the terms of one Promissory Note executed and delivered by Borrower, as Maker, said Note being made, executed and delivered to the Lender herein as Payee and dated October 22, 2019, which Note bears interest at the rate therein specified, both said principal and interest being payable at the place designated therein and to secure the payment of all other sums which may be at any time due under the Note and this Mortgage; to secure the performance and observance of all the covenants, agreements and provisions contained in the Note and this Mortgage; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance.

PROVIDED, that if Borrower shall pay in full when due the Note and shall timely perform and observe all of the provisions stated herein and in the Note to be performed and observed by Borrower, then the lien of this Mortgage and the interest of Lender in the Property shall be released at the cost of Borrower but shall otherwise remain in full force.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER COVENANTS AND AGREES:

1. Maintenance; Repair and Construction. To keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any improvements which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary.
2. Insurance. To provide and maintain insurance, of such type or types as Lender may require, on the Property. In event of loss, Borrower shall give immediate notice to Lender, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly, and the insurance proceeds, or any part thereof, may be applied by Lender, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
3. Evidence of Title. To deliver to, pay for and maintain with Lender until the indebtedness secured hereby is paid in full, such evidence of title as Lender may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. Actions Affecting the Property. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Lender, and should Lender elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Lender.
5. Taxes and Impositions. To pay at least 10 days before any county-assessed delinquency 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 with interest, on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Mortgage.
6. Actions by Lender to Preserve Property. Should Borrower fail to make any payment secured by this Mortgage or perform Borrower's obligations under this Mortgage, then Lender, but without obligation so to do and with fifteen (15) days written notice to Borrower and without releasing Borrower from any obligation hereof, may: Make or do the same in such manner and to such extent as it deems necessary to protect the security hereof, Lender being authorized to

enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Lender; 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 therefore, including cost of evidence of title, employ counsel, and pay reasonable legal fees.

7. Repayment of Expenses. To pay immediately after fifteen (15) days' written notice to Borrower, all sums expended hereunder by Lender, with interest from date of expenditure at the rate of 12% per annum until paid, and the repayment thereof shall be secured by this Mortgage.

8. Hazardous Substances. To not cause or permit the presence, use, generation, treatment, storage, disposal, release, threatened release, emission or discharge of any Hazardous Substances on or in the Property. Additionally, Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences 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 residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal of other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances, hazardous wastes, pollutants or toxic pollutants, hazardous air pollutants or hazardous materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, polychlorinated biphenyls 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 laws of the jurisdiction where the Property is located that relate to human health, safety or environmental protection.

IT IS MUTUALLY AGREED THAT:

9. Proceeds from Condemnation or Destruction. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Lender may apply to any indebtedness secured hereby all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Lender, who

may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Borrower agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Lender may require.

10. Assignment of Rents. As additional security, Borrower hereby assigns to Lender, during the continuance of this Mortgage, all rents, issues, royalties and profits of the Property. If Borrower shall default as aforesaid, Borrower's right to collect any of such moneys shall cease and Lender shall have the right, with or without taking possession of the Property, to collect all rents, royalties, issues and profits. Failure or discontinuance of Lender at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Lender of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Lender to collect, shall be, or be construed to be, an affirmation by Lender of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Mortgage to any such tenancy, lease or option.

11. Appointment of Receiver. Upon any default by Borrower hereunder, Lender may after sixty (60) days written notice, either in person, by agent, or by a receiver to be appointed by a court (Borrower hereby irrevocably consenting to the appointment of such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine.

12. Non-Waiver. The failure on the part of Lender to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Lender of any default shall not constitute a waiver of any other or subsequent default.

13. Time of the Essence; Default; Acceleration. Time is of the essence hereof. Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall after fifteen (15) days' written notice to Borrower immediately become due and payable at the option of Lender, and shall accrue interest at a default rate of 12% per annum from the date of default, which amount shall be secured under this Mortgage and collectible with the Note.

14. Additional Remedies. Upon the occurrence of any default hereunder, Lender shall have any remedy available at law, including the option to declare all sums secured hereby immediately due and payable and foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property and Lender shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorneys' fee in such amount as shall be fixed by the court.

15. Successors and Assigns; Joint and Several Obligations. This Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Borrower hereunder are joint and several. The term "Lender" shall mean the owner and holder, including any pledgee, of the Note. In this

Mortgage, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16. Governing Law. This Mortgage shall be construed according to the laws of the State of Idaho.

17. Notice of Default. The undersigned Borrower requests that a copy of any notice hereunder be mailed to them at the address set forth above.

18. Restrictions on Transfer. In the event of any sale, assignment, transfer, conveyance or other disposition or subjection to any lien, voluntary or involuntary, whether by operation of law or otherwise, of the Property, or any part thereof or any interest therein, without in each instance the prior written consent of Lender, the entire unpaid principal balance of the indebtedness secured hereby, together with accrued interest at the default rate of 12% specified in Paragraph 13, shall immediately become due and payable at the option of Lender.

Dated as of this 29th day of October, 2019.

BORROWER:

Austin Isaac
AUSTIN ISAAC

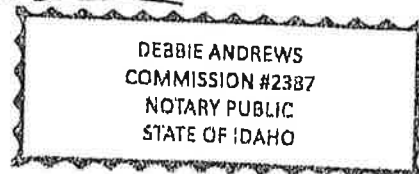
Shawna Isaac
SHAWNA ISAAC

STATE OF IDAHO)
COUNTY OF Ada) ss.

This record was acknowledged before me on October 29, 2019, by AUSTIN ISAAC, and SHAWNA ISAAC.

WITNESS my hand and official seal.

Name: Debbie Andrews
Notary Public for State of Idaho
Residing at Borise, ID
My commission expires 11/17/21



STATE OF IDAHO)
COUNTY OF) ss.

WITNESS my hand and official seal.

Name: _____
Notary Public for _____
Residing at _____
My commission expires _____

LENDER:

WINTER GRAZING LLC,
a Washington limited liability company

By: [Signature]
Title: PRESIDENT

STATE OF WA)
COUNTY OF KING) ss.

This record was acknowledged before me on October 2, 2019, by Greg Vik, president of Investments Manager LLC, the manager of Winter Grazing LLC.

WITNESS my hand and official seal.

Name: _____
Notary Public for Darcy W. Puracs
Residing at Kirkland, WA
My commission expires 4/29/20



LEGAL DESCRIPTION

Township 7 South, Range 6 East, Boise Meridian, Owyhee County, Idaho,

Section 26: NW1/4NE1/4

Section 23: W1/2SE1/4 and

That part of the E1/2SW1/4, more particularly described as follows:

Beginning to the South Quarter Corner, a brass cap properly identified as Sec. 23, T7S, R6E, B.M.

THENCE North 00°24' West a distance of 1152.6 feet along the North-South centerline to an iron pin, the TRUE POINT OF BEGINNING;

THENCE North 13°31' West a distance of 1020.9 feet to an iron pin;

THENCE North 89°56' West a distance of 405.8 feet to an iron pin;

THENCE North 00°04' East a distance of 359.2 feet to an iron pin;

THENCE North 89°50' West a distance of 677 feet, more or less, to the West boundary of NE1/4SW1/4;

THENCE North 00°04' East along the North Boundary line of NE1/4SW1/4 a distance of 1311 feet, more or less, to the Northeast corner of NE1/4SW1/4

THENCE South 00°04' West a distance of 1479 feet, more or less, to the POINT OF BEGINNING.

And

That part of the NW1/4SW1/4 of Section 23, more particularly described as follows:

BEGINNING at the West Quarter Corner of Section 23, T7S, R6E, B.M.;

THENCE South 89°50' East along the North boundary line of the NW1/4SW1/4 a distance of 320.1 feet to an iron pin, The TRUE POINT OF BEGINNING;

THENCE South 89°50' East along the North boundary of NW1/4SW1/4 a distance of 987 feet, more or less, to the Northeast Corner of NW1/4SW1/4;

THENCE South 00°04' West a distance of 30 feet along the East boundary line of NW1/4SW1/4 to a point;

THENCE North 89°50' West a distance of 987 feet to a point on the East right-of-way line of a county road;

THENCE North 03°43'43" West a distance of 30.1 feet to the POINT OF BEGINNING.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 13, 2020

WINTER GRAZING LLC
C/O CHRIS POLLAK
PO BOX 1607
BELLEVUE WA 98009-1607

RE: Notice of Security Interest for Water Right/Permit No(s): 51-2089A, 51-2213A, 51-10149

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.

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) 287-4945.

Sincerely,

Amanda Veibell
Technical Records Specialist 1

Enclosure(s)

c: AUSTIN ISAAC
SHAWNA ISAAC

Veibell, Amanda

From: Veibell, Amanda
Sent: Wednesday, February 12, 2020 8:18 AM
To: 'James Speck'
Subject: RE: SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

Jim,

Thank you for this. I will begin processing this shortly.

Amanda Veibell

208-287-4945

From: James Speck [mailto:jim@speckandaanestad.com]
Sent: Tuesday, February 11, 2020 1:33 PM
To: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>
Subject: FW: SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

Amanda,

I must apologize for overlooking that required submittal. Here is a copy of the recorded Mortgage.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue North
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

CONFIDENTIAL COMMUNICATION

This email message and any attachments are intended only for the use of the addressee named above and may contain information that is privileged and confidential. If you are not the intended recipient, any dissemination, distribution, or copying is strictly prohibited. If you received this email message in error, please immediately notify the sender by replying to this email message or by telephone. Thank you.

From: Chris Pollak <chrisp@pistolcreek.com>
Sent: Tuesday, February 11, 2020 12:44 PM

To: James Speck <jim@speckandaanestad.com>

Cc: Nancy Lukacs <nancyl@pistolcreek.com>

Subject: FW: SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

Jim,

Did the Deed of Trust/Mortgage get filed with this?

Thanks, Chris

From: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>

Sent: Monday, February 10, 2020 7:18 AM

To: Chris Pollak <chrisp@pistolcreek.com>

Subject: SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

WINTER GRAZING LLC
C/O CHRIS POLLAK
PO BOX 1607
BELLEVUE WA 98009-1607

SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Security Interest (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

☒ Evidence of Security Interest: copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

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

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Sincerely,

Amanda Veibell

Technical Records Specialist I

Idaho Dept Water Resources

PO Box 83720 Boise ID 83720-0098

208-287-4945

CONFIDENTIALITY NOTICE:

This message (including attachments) contains information which is intended for the use of the addressee(s) only. It is confidential, privileged or otherwise protected. If you are not the intended recipient, you are prohibited from reviewing, using, copying, or disclosing it to anyone. This message or any information contained in the message may not be posted to any social networking site, blog or internet site. If you have received this message in error, please notify the sender immediately by replying to the email and deleting it from your computer. Thank you.

Veibell, Amanda

From: Veibell, Amanda
Sent: Monday, February 10, 2020 8:18 AM
To: 'chrisp@pistolcreek.com'
Subject: SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

WINTER GRAZING LLC
C/O CHRIS POLLAK
PO BOX 1607
BELLEVUE WA 98009-1607

SECOND ATTEMPT RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

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Sincerely,

Amanda Veibell

Technical Records Specialist I
Idaho Dept Water Resources
PO Box 83720 Boise ID 83720-0098
208-287-4945



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 08, 2020

WINTER GRAZING LLC
C/O CHRIS POLLAK
PO BOX 1607
BELLEVUE WA 98009-1607

RE: Security Interest No(s): 51-2089 A, 51-2213 A, 51-10149

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Amanda Veibell
Technical Records Specialist 1

Enclosure(s)

c: AUSTIN ISAAC
SHAWNA ISAAC