

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 06 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

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.
	45-7731			
	45-11870			
	45-7333A			

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

Ronald J. Turner and Linda Kae Turner

912 E. 374 N.

Declo, ID 83323

Phone _____

Email _____

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

Tyson Wrigley and Larissa Wrigley

5. Expiration Date of Notification Period

December 31, 2043

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

Ronald J. Turner
Linda Kae Turner

For Office Use Only

Received by SG

Date

1/6/20

Receipt No.

5037680

Fee

1675.00

Processed by AJ

Date

WR

DM

Date

1-10-2020

SUPPORT DATA

IN FILE # 45-7333A

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
12:46:31 PM 12-20-2019
2019-005260
NO. PAGES: 14 FEE: \$45.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: This indenture is made and entered into effective December 20th, 2019, by and between **TYSON WRIGLEY and LARISSA WRIGLEY**, husband and wife, 458 East 400 South, Burley, Idaho 83318 (Mortgagor) and **RONALD J. TURNER and LINDA KAE TURNER**, husband and wife, c/o TitleOne Corp., 211 West 13th Street, Burley, Idaho 83318 (Mortgagee).

Mortgagor, in consideration of a loan made to Mortgagor by Mortgagee evidenced by a Promissory Note Secured by a Mortgage and Security Agreement of Mortgagor dated the date hereof in the original principal amount of

plus interest, with the final payment due on December 1, 2043 (the "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 INCLUDING ALL WATER RIGHTS APPURTENANT TO THE DESCRIBED REAL PROPERTY (INCLUDING WITHOUT LIMITATION WATER RIGHTS OPERATED AND MAINTAINED BY THE MINIDOKA IRRIGATION DISTRICT AND IDAHO DEPARTMENT OF WATER RESOURCES GROUND WATER RIGHT NOS. 45-7333A, 45-11870 AND ALL OF MORTGAGOR'S INTEREST IN 45-7731) AND ALL FIXTURES AND/OR ATTACHMENTS TO THE REAL PROPERTY.

Together with all and singular the water rights, tenements, hereditaments, improvements and fixtures thereon, 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 to pay the note together with advances hereafter made by Mortgagee to Mortgagor 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 Promissory Note 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 (including without limitation any mortgage or security agreement other than this Mortgage); 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 commence or 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 Mortgagor's failure to keep said premises in good condition and repair (or make any payment or do any act (whether as Mortgagor, Maker, Buyer or Debtor, as applicable) in the manner provided in any of this mortgage, the Security Agreement or the Purchase Agreement (as such terms are defined below)), said Mortgagee may procure the repairs to be made or make any payment or do any act as Mortgagee deems reasonably necessary to protect the security of this mortgage. Any and all amounts so paid or expended 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 rate per

annum of the obligations described in the Promissory Note for regular and default interest;

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 shall pay all obligations owing Mortgagee according to the tenor of the Promissory Note executed by Mortgagor, together with all 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. Mortgagor agrees to at all times provide, maintain and keep in force the following policies of insurance, which may, in the discretion of Mortgagor, be in the form of individual policies or blanket policies covering other improvements:

3.1 Physical hazard insurance covering the perils of fire, flood, tornado, lightning, and extended coverage in an amount equal to at least the full insurable value of the personal property, equipment, fixtures and improvements located on the mortgaged real property and such additional coverage as Mortgagee may from time to time reasonably require.

3.2. All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim of deductions against Mortgagor.

4. Mortgagor agrees that after the happening of any casualty to the mortgaged property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

4.1. In the event of any damage or destruction of improvements/fixtures on the property, and if Mortgagor is in default of the terms or conditions of the Promissory Note secured by this Mortgage or this Mortgage, Mortgagee shall have the option in its sole discretion of applying all or part of the insurance proceeds to any indebtedness secured hereby and in such order as Mortgagee may determine. In the event of any damage or destruction of improvements/fixtures on the property, and if Mortgagor is not in default of the terms or conditions of the Promissory Note secured by this Mortgage or this Mortgage the insurance proceeds shall be applied to restoration of the improvements/fixtures. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

4.2. Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the mortgaged property or restoring all damage or destruction to the mortgaged property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in an amount, and the application or release by Mortgagee, of any insurance proceeds shall not cure or waive any default or notice of default under this mortgage or invalidate any act done pursuant to such notice.

5. Mortgagor agrees to fully and faithfully satisfy and perform the obligations of Mortgagor (whether as Mortgagor, Maker, Buyer or Debtor, as applicable) contained in this mortgage, the Promissory Note, or the Real Estate and Equipment Purchase Agreement by and among Mortgagor and Mortgagee of even date herewith and concerning the property subject to

this mortgage (the "Purchase Agreement"), and the Security Agreement Covering Consumer Goods, Fixtures, or Equipment Including Farm Equipment by and among Mortgagor and Mortgagee of even date herewith (the "Security Agreement"). All representations, warranties and covenants of Mortgagor (whether as Mortgagor, Maker, Buyer or Debtor, as applicable) contained therein shall survive the close of escrow and funding of the loans evidenced by the Promissory Note and shall remain continuing obligations, warranties and representations of Mortgagor (whether as Mortgagor, Maker, Buyer or Debtor, as applicable) during any time when any portion of the obligations secured by this mortgage remain outstanding. For the avoidance of any doubt, the parties expressly agree that the default in the making of any Pivot Payments (as such term is defined in the Purchase Agreement) shall be a default under this mortgage.

6. Mortgagor hereby assigns and transfers to Mortgagee all accounts arising out of, or in connection with, leases, bonuses, royalties, subleases, franchises, rents, issues and profits arising out of, or in connection with, the mortgaged property (hereinafter collectively referred to as "rents"), and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, and apply the same to the indebtedness secured hereby; *provided, however*, that Mortgagor shall have the right to collect such rents (but not more than six (6) months in advance) prior to or at any time there is not an event of default under this mortgage, the Promissory Note, Security Agreement or Purchase Agreement.

6.1. Upon any event of default under any of this mortgage, the Promissory Note, Security Agreement or Purchase Agreement, Mortgagee may, at any time without notice, enter upon and take possession of the mortgaged property, or at any part thereof, in its own name sue for or otherwise collect such accounts, rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the mortgaged property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

6.2. Except as herein specifically provided, Mortgagor will not, without prior written consent of the Mortgagee, assign the accounts, rents, issues or profits, or any part thereof, from the mortgaged property; and will not consent to the modification, cancellation or surrender of any lease or sublease covering the mortgaged property, or any part thereof. Any action of Mortgagor in violation of the terms of this section shall be void as against Mortgagee in addition to being a default under this mortgage.

7. Mortgagor shall not register the mortgaged property, or any portion thereof, with any federal, state or local government office for the purpose of obtaining subsidy or payment-in-kind compensation without first obtaining Mortgagee's prior written consent. Mortgagor hereby grants to Mortgagee a security interest in any such subsidy or payment-in-kind compensation whether or not Mortgagee gives its written consent to Mortgagor to register the mortgaged

property, or any portion thereof, for such compensation. Mortgagor, upon the written request of Mortgagee, shall execute any documents necessary to further perfect Mortgagee's security interest in such compensation. Any such document is to be in form and substance acceptable to Mortgagee. Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute such documents in Mortgagor's name and behalf. Upon Mortgagee's request, Mortgagor shall deliver to Mortgagee any document of title Mortgagee desires to hold to secure Mortgagee's interest in any such government compensation.

Upon any event of default under any of this mortgage, the Promissory Note, Security Agreement or Purchase Agreement, Mortgagee may, at any time without notice, take possession of any such subsidy or payment-in-kind compensation, or at any part thereof, in its own name sue for or otherwise collect such subsidy or payment-in-kind compensation, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such government compensation or the entering upon and taking possession of any subsidy or payment-in-kind compensation, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. 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 in the payment of principal under the Promissory Note, 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 preservation of security, or

any of them, or if any of the covenants or conditions to be kept, observed or performed by the Mortgagor (whether as Mortgagor, Maker, Buyer or Debtor, as applicable) hereunder or under the Promissory Note, the Security Agreement or Purchase Agreement 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 accelerated and 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 his 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 the Mortgagor unto Mortgagee hereunder or thereunder, 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.

9. To the extent it may lawfully do so, the Mortgagor hereby waives and releases all rights of marshaling in the event of foreclosure of the liens hereby created. To the extent permitted by applicable law, the Mortgagee shall not be required in connection with any foreclosure, pursuant to any power of sale herein granted, or in connection with any deed in lieu of foreclosure, to foreclose, to sell or to take a deed in lieu of foreclosure, covering all or any specific portion of the mortgaged property and the Mortgagee may elect to foreclose, to sell or to take a deed in lieu of foreclosure to all or any portion of the mortgaged property and the Mortgagee's rights in connection with any foreclosure, pursuant to the power of sale herein granted, or in connection with any deed in lieu of foreclosure hereunder granted by the Mortgagor, may be exercised in any combination with respect to some or all of the mortgaged property. To the extent permitted by applicable law, the Mortgagee shall not be required to marshal or sell the mortgaged property, the leases, rents, issues and profits assigned by the Mortgagor (or any other security by which the obligations contained in this mortgage, the Promissory Note, Security Agreement, or Purchase Agreement are secured) in any particular order.

10. All sums payable by Mortgagor hereunder shall be paid without notice, demand counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the mortgaged property or any part thereof; (ii) any restriction or prevention of or interference with

any use of the mortgaged property or any part thereof; (iii) any title defect or encumbrance or any eviction from the property (or the improvements/fixtures thereon) or any part thereof by title paramount or otherwise; (iv) subject to provisions of applicable law, any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee (or any of them), or any action taken with respect to this mortgage by any trustee or receiver of Mortgagee (or any of them), or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee or (or any of them); (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagee (or any of them); or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, and except as otherwise prohibited by applicable law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

11. 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.

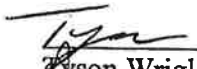
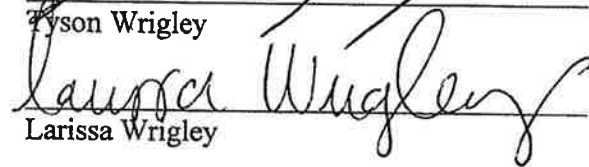
12. This agreement shall extend to and be for the benefit of and be binding upon the successors, legal representatives, and assigns of the Mortgagor and Mortgagee.

13. This mortgage is subject to the terms and conditions set forth in that Promissory

Note payable to Mortgagee by Mortgagor of even date herewith.

14. 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.


Tyson Wrigley

Larissa Wrigley

STATE OF IDAHO)
County of Cassia) ss

On this 20th day of December, in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **TYSON WRIGLEY and LARISSA WRIGLEY**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at Rupert, Ida.
My commission expires on 6-20-2020

PARCEL NO. 1
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Part of the NW¼SE¼ AND Part of Gov't Lot 4, more particularly described as follows:

Beginning at the Northeast Corner of the NW¼SE¼ of Section 2, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 01°00'07" West along the east line of the NW¼SE¼ for a distance of 1331.09 feet to a 5/8 inch rebar at the southeast Corner of the NW¼SE¼;
Thence North 89°55'12" West along the south line of the NW¼SE¼ and the south line of Gov't Lot 4 for a distance of 2976.48 feet to a ½ inch rebar on the westerly right of way of a county road;
Thence North 26°16'20" East along said right of way for a distance of 590.08 feet to a ½ inch rebar;
Thence North 89°58'35" East for a distance of 27.89 feet to a p.k. nail on the centerline of said county road;
Thence North 26°16'40" East along said centerline for a distance of 317.87 feet to a p.k. nail;
Thence South 89°57'06" East for a distance of 1098.20 feet to a ½ inch rebar;
Thence North 00°11'09" East for a distance of 152.54 feet to a ½ inch rebar;
Thence North 00°02'55" East for a distance of 362.21 feet to a ½ inch rebar on the north line of Gov't Lot 4;
Thence South 89°57'05" East along the north line of Gov't Lot 4 and the north line of the NW¼SE¼ for a distance of 1470.94 feet to the Point of Beginning.

PARCEL NO. 2
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Part of the SW¼NE¼, more particularly described as follows:

Beginning at the Southeast Corner of the SW¼NE¼ of Section 2, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°57'05" West along the south line of the SW¼NE¼ for a distance of 1125.00 feet;
Thence North 00°02'55" East for a distance of 0.76 feet to a p.k. nail;
Thence North 00°02'55" East for a distance of 299.24 feet to a ½ inch rebar;
Thence North 89°57'05" West for a distance of 94.81 feet to a ½ inch rebar;
Thence North 01°32'46" East for a distance of 404.56 feet to a ½ inch rebar;
Thence North 35°48'33" East for a distance of 131.40 feet to a ½ inch rebar;
Thence North 65°21'44" West for a distance of 3.62 feet to a ½ inch rebar;
Thence North 41°19'08" East for a distance of 355.19 feet to a 5/8 inch rebar;
Thence South 89°19'28" East for a distance of 916.81 feet to a ½ inch rebar on the east line of the SW¼NE¼;
Thence South 00°52'07" West along said 1/16 section line for a distance of 1069.59 feet to the Point of Beginning.

PARCEL NO. 3
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Part of the SW¼NE¼, more particularly described as follows:

Beginning at the Southeast Corner of the SW¼NE¼ of Section 2, said corner marked by a 5/8 inch rebar; Thence North 89°57'05" West along the south line of the N½ of Section 2 for a distance of 1980.00 feet to a 5/8 inch rebar; Thence North 00°02'53" East for a distance of 75.00 feet to a 5/8 inch rebar; Thence North 38°48'52" East for a distance of 565.28 feet to a 5/8 inch rebar; Thence North 43°49'52" East for a distance of 71.41 feet; Thence North 47°39'18" East for a distance of 68.60 feet; Thence North 58°16'08" East for a distance of 79.91 feet; Thence North 63°25'28" East for a distance of 157.07 feet; Thence North 59°48'25" East for a distance of 59.64 feet to a ½ inch rebar; Thence North 48°43'46" East for a distance of 78.38 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 12°26'25" West for a distance of 67.43 feet to a ½ inch rebar;
Thence South 80°46'06" East for a distance of 35.50 feet to a ½ inch rebar;
Thence South 06°11'18" East for a distance of 33.81 feet to a 5/8 inch rebar;
Thence South 40°25'11" West for a distance of 27.71 feet to a ½ inch rebar;
Thence South 48°43'46" West for a distance of 8.23 feet to the Point of Beginning.

SUBJECT TO:

- Easement to construct, repair and maintain drain fields over and across part of Lot 4, Section 2, Township 10 South, Range 24 East of the Boise Meridian, as granted in Warranty Deed from Lovell James Turner and Beth Turner, husband and wife, as Grantors, to Ronald A. Jackson and Ila G. Jackson, husband and wife, as Grantees, dated July 28, 1981 and recorded July 29, 1981 as Instrument No. 136994 on Film No. 144, records of Cassia County, Idaho.

- County road right-of-way disclosed by Quitclaim Deed executed by Lovell James Turner, also known as Lovell J. Turner, and Beth Turner, also known as Beth W. Turner, husband and wife, to Ronald J. Turner and Linda Kae Turner, husband and wife, recorded November 6, 1995 as Instrument No. 239420 on Film No. 271, records of Cassia County, Idaho, which reads as follows: "LESS: A 25 foot wide County Road Right-of-Way along the North side." (Parcel No. 1).

- Well Use Agreement, between Ronald J. Turner and Linda Kae Turner, husband and wife, and Kent A. Kidd and Kimberly M. Kidd, husband and wife, and John A. Simpson and Joye T. Simpson, husband and wife, dated September 25, 2003 and recorded September 26, 2003 as Instrument No. 291648, records of Cassia County, Idaho.

- Terms and conditions contained in Access Easements, recorded September 27, 2010 as Instrument Nos. 2010-004571 through 2010-004579, records of Cassia County, Idaho.



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

January 10, 2020

TYSON WRIGLEY
LARISSA WRIGLEY
458 E 400 S
BURLEY ID 83318-5625

Re: Change in Ownership for Water Right No(s): 45-7333A, 45-7731, 45-11870

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.

The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Ronald J Turner and Linda Kae Turner. 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 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) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Ronald J & Linda Kae Turner
TitleOne, Burley (File #19335311)
Water District 140



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

ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

RECEIVED
JAN 06 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 01/03/2020

Escrow No. 19335311
Tyson Wrigley/Ronald J. Turner

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 Change in Water Right Ownership for Tyson Wrigley and Larissa Wrigley.
2. The original executed Notice of Security Interest in a Water Right for Ronald J. Turner and Linda Kae Turner.
3. A copy of the recorded Warranty Deed.
4. TitleOne's check no. 24635 payable to Idaho Department of Water Resources in the amount of \$150.0 for the transfer fee.

Please make the necessary changes in the records for future water assessments and notices. Please send a receipted copy to this office indicating **File No. 19335311** to Annette Roth, TitleOne, P. O. Box 177, Burley, ID 83318.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx