

RECEIVED

AUG 03 2018

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.
22-14091			

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

ZB, N. A. DBA ZIONS FIRST NATIONAL BANK

500 5TH STREET

AMES, IOWA 50010

Phone 515-232-7310

Email

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

SHAWN WEBSTER & KEVIN WEBSTER

5. Expiration Date of Notification Period

08/01/2033

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

VICE PRESIDENT

For Office Use OnlyReceived by AmDate 8-3-2018Receipt No. 5036887Fee \$125-

Processed by AJ

Date

WR AmDate 8-3-2018

First American Title Company

679373-RX

RECORDATION REQUESTED BY:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

Microfile No. 417408

2 DAY Jul 2018

At 02 O'Clock 32 PM

KIM H. MUIR

MADISON CO RECORDER

Fee \$45.00

Deputy

Recorded at Request of
FIRST AMERICAN TITLE - REXBURG

COPY

WHEN RECORDED MAIL TO:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

SEND TAX NOTICES TO:

WEBSTER'S, INC.
P. O. BOX 321
REXBURG, ID 83440

2180470

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated June 25, 2018, is made and executed between WEBSTER'S, INC. (a/k/a WEBSTER'S, INC., an Idaho corporation), whose address is P. O. BOX 321, REXBURG, ID 83440 (referred to below as "Grantor") and ZB, N.A. dba ZIONS FIRST NATIONAL BANK, whose address is C/O ZIONS AGRICULTURAL FINANCE, 500 FIFTH STREET, AMES, IA 50010-6063 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Madison County, State of Idaho:

Real estate located in the COUNTY OF MADISON, STATE OF IDAHO, described in Exhibit "A" attached hereto and incorporated herein by reference just as if it had been fully set forth in this Mortgage or Deed of Trust.

In addition to the above described real estate, it is agreed that this Mortgage or Deed of Trust shall specifically create a first lien in favor of Lender on the Irrigation Equipment listed in Exhibit "B" and on the Water Rights listed in Exhibit "C" and on the Potato Storage, Etc., Facilities in Exhibit "D" attached hereto and incorporated herein by reference just as if they had been fully set forth in this Mortgage or Deed of Trust.

The Real Property or its address is commonly known as Real Property located in Madison County, ID. The Real Property tax identification number is as follows: Parcel Numbers: RP05N40E152401; RP05N40E160001; RP05N40E217201; RP05N40E210001; RP05N40E220630.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the

679373-RX

RECORDATION REQUESTED BY:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

E-RECORDED

simplify[®]

ID:

417408

County:

MADISON

Date:

7-2-18

Time:

2:32

WHEN RECORDED MAIL TO:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

SEND TAX NOTICES TO:

WEBSTER'S, INC.
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COPY

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**MORTGAGE
(Continued)**

Page 7

and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means ZB, N.A. dba ZIONS FIRST NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated June 25, 2018, in the original principal amount of \$2,500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is August 1, 2033.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WEBSTER'S, INC.

By: Kevin B. Webster
KEVIN B. WEBSTER, President/Director of
WEBSTER'S, INC.

By: Janet C. Webster
JANET C. WEBSTER, Secretary/Director of
WEBSTER'S, INC.

By: Jason B. Webster
JASON B. WEBSTER, Vice President/Director of
WEBSTER'S, INC.

By: Jonathan M. Webster
JONATHAN M. WEBSTER, Director of WEBSTER'S,
INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF MADISON

On this 29th day of JUNE, in the year 20 18, before me the Under-
signed, a notary public in and for the State of Idaho, personally appeared KEVIN B. WEBSTER,
President/Director of WEBSTER'S, INC., known or identified to me (or proved to me on the oath of _____), to
be an authorized signer of WEBSTER'S, INC., the corporation that executed the instrument or the person who executed the instrument on behalf
of said corporation, and acknowledged to me that such corporation executed the same.

Nicki L. Mortensen Residing at Rexburg, ID
Notary Public for Idaho

My commission expires 1-6-2024

NICKI L. MORTENSEN
NOTARY PUBLIC
STATE OF IDAHO

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF MADISON

On this 29th day of JUNE, in the year 20 18, before me the under-
signed, a notary public in and for the State of Idaho, personally appeared JANET C. WEBSTER,
Secretary/Director of WEBSTER'S, INC., known or identified to me (or proved to me on the oath of _____),
to be an authorized signer of WEBSTER'S, INC., the corporation that executed the instrument or the person who executed the instrument on
behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho

My commission expires 1-16-2024

Residing at Rexburg, ID

NICKI L. MORTENSEN
NOTARY PUBLIC
STATE OF IDAHO

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF MADISON

On this 29th day of JUNE, in the year 20 18, before me the under-
signed, a notary public in and for the State of Idaho, personally appeared JASON B. WEBSTER, Vice
President/Director of WEBSTER'S, INC., known or identified to me (or proved to me on the oath of _____), to
be an authorized signer of WEBSTER'S, INC., the corporation that executed the instrument or the person who executed the instrument on behalf
of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho

My commission expires 1-16-2024 ^{NA}

Residing at Rexburg, ID

NICKI L. MORTENSEN
NOTARY PUBLIC
STATE OF IDAHO

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Teton

On this 27 day of June, in the year 20 18, before me Teresa K
Mangum, a notary public in and for the State of Idaho, personally appeared JONATHAN M. WEBSTER, Director
of WEBSTER'S, INC., known or identified to me (or proved to me on the oath of _____), to be an authorized
signer of WEBSTER'S, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho

My commission expires 07-24-21

Residing at Driggs ID

TERESA K. MANGUM
NOTARY PUBLIC
STATE OF IDAHO

COPY

EXHIBIT "A"

Real estate located in the County of Madison and State of Idaho, to-wit:

PARCEL 1:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 15: $W\frac{1}{2}W\frac{1}{2}$; and the West 929 feet of the $E\frac{1}{2}W\frac{1}{2}$

Section 16: $E\frac{1}{2}$, LESS commencing at a point which is North 2,612.92 feet from the South Quarter corner of Section 16, and running thence East 250.0 feet; thence North 150.0 feet; thence West 250.0 feet; thence South 150.0 feet to the point of beginning.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, Part of Section 15 and 16: Commencing at a point which is located on the North line of Section 15, 3031.1 feet, more or less, West of the Northeast corner of Section 15, thence Westerly along said North boundary of said Section 15, thence along the North boundary of Section 16, a distance of 4849.3 feet more or less, to the North Quarter corner of Section 16, thence South $0^{\circ}15'$ West along the North and South Quarter line of Section 16, Township and Range as aforesaid, 5304 feet to the South Quarter corner of said Section 16; thence South $89^{\circ}56'$ East along the South boundaries of said Section 16, and of Section 15, a total distance of 4872.5 feet; thence North 5300.5 feet, more or less, to the point of beginning.

LESS AND EXCEPTING: Commencing at a point which is North 2612.92 feet from the South $\frac{1}{4}$ corner of Section 16, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence East 250.0 feet; thence North 150.0; thence West 250.0 feet; thence South 150.0 feet to the point of beginning.

PARCEL 2:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 21: $NE\frac{1}{4}$; $E\frac{1}{2}SE\frac{1}{4}$ LESS all that portion lying East of the Railroad right-of-way and LESS the Railroad right-of-way

Section 22: All that portion of Section 22 lying West of the Railroad right-of-way, LESS the Railroad right-of-way

COPY

EXHIBIT "C"

WATER RIGHTS

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property described in Exhibit "A". The above includes, but is not limited to, the following:

Water Rights for 842 acres located in Madison County, Idaho

IDAHO DEPARTMENT OF WATER RESOURCES

Water Rights

- Water Right #22-7325, Decreed, 5/9/1980 Priority Date, Groundwater, 8.63 CFS, 2821 AFA, 806 Acres, 4.82 CFS
- Water Right #22-14088, Decreed, 5/24/1965 Priority Date, Groundwater, 0.41 CFS, 72.2 AFA, 20.6 Acres, 8.96 CFS
- Water Right #22-14089, Decreed, 11/7/1960 Priority Date, Groundwater, 0.09 CFS, 28.7 AFA, 8.2 Acres, 4.94 CFS
- Water Right #22-14090, Decreed, 7/27/1982 Priority Date, Groundwater, 0.09 CFS, 25.2 AFA, 7.2 Acres, 5.63 CFS
- Water Right #22-14091, Decreed, 6/1/1985 Priority Date, Groundwater, 0.06 CFS, 21.0 AFA, 6.0 Acres, 4.50 CFS

COPY



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

August 03, 2018

ZB NA
DBA ZIONS FIRST NATIONAL BANK
500 5TH ST
AMES IA 50010-6063

RE: Notice of Security Interest for Water Right/Permit No(s): 22-7325, 22-14088, 22-14089, 22-14090
& 22-14091

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) 736-3033.

Sincerely,

Denise Maline
Administrative Assistant I

Enclosure(s)

c: WEBSTERS INC
KEVIN B & JANET WEBSTER
WEBSTER GOOSE HOLLOW FARMS LLC
SHAWN WEBSTER
FIRST AMERICAN TITLE COMPANY, REXBURG (File #679373-RX)

ZIONS AGRICULTURAL FINANCE

500 Fifth Street
Ames, Iowa 50010-6063
Facsimile: (515) 232-3002
Telephone: (515) 232-7310
(800) 641-9619
www.zionsag.com

August 2, 2018

RECEIVED

AUG 03 2018

DEPT. OF WATER RESOURCES
SOUTHERN REGION

State of Idaho
Department of Water Resources
IDWR Southern Region
650 Addison Ave. W., Ste 500
Twin Falls, Idaho 83301

Attention Trish Fawcett

Dear Trish:

Re: Zions' Loan 21801470 to Webster's, Inc.; Water Rights to Webster's Inc., Webster Goose Hollow Farms, LLC, Janet Webster, Kevin B. Webster (a/k/a Kevin Webster), Shawn Webster - Madison County, Idaho

Enclosed are original Notice of Security Interest in Water Rights (*in duplicate*). All original Notices have been executed by Webster's, Inc., Webster Goose Hollow Farms, LLC, Janet Webster, Kevin B. (Kevin) Webster, and Shawn Webster. The check payable to the Idaho Department of Water Resources in the amount of One Hundred and Twenty-Five Dollars, (\$125.00), to cover the filing fee was sent already by the title company and should be in your possession.

Please sign and date the enclosed Notice of Security Interest in Water Rights forms and return one fully executed Notice of each form to the undersigned in the enclosed stamped, self-addressed envelope.

In addition to the original Notice of Security Interest in Water Rights forms, I have also enclosed a copy of the recording documentation of our Mortgage and a copy of the legal description to the property.

This interest is to be continuous until notification is given by ZB, N.A. dba Zions First National Bank in writing of any changes or release.

ZB, N.A. dba Zions First National Bank is considering the water rights, ditch and ditch rights as collateral security for a loan, thus we would also appreciate your notification to us should any adverse action be necessary concerning these water rights, ditch or ditch rights.

Thank you for your assistance. Should more information be necessary, please contact us.

Sincerely,



Lavonne L. Kizzier
Loan Documentation Specialist

ZIONS. AG FINANCE

Lavonne Kizzier
Loan Documentation Specialist, Loan Closing

LLK
Encs.

800-641-9619
Direct: 515-735-3382
Lavonne.Kizzier@zionsbank.com

zionsag.com

Via FedEx

500 5th St., Ames, IA 50010

A division of ZB, N.A. dba Zions First National Bank