

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 11 2018
DEPARTMENT OF
WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 36-13320
Adjudication Claim No(s).: _____
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

D. L. Evans Bank
P.O. Box 87
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) F & C Trucking, LLC
5. Expiration Date of Notification Period 05/09/2038
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Shaylee Scherer
Loan Documentation Specialist – Shaylee Scherer

For Office Use Only

Received by <u>[Signature]</u>	Date <u>6/11/18</u>	Fee <u>25.00</u>
Received by <u>[Signature]</u>	Date <u>6/11/18</u>	Receipt No. <u>CL05223</u>
Processed by _____	Date _____	WR _____ Date _____

ELECTRONICALLY RECORDED
STAMPED AND NOW
INCORPORATED INTO
THE ORIGINAL DOCUMENT.

RECORDATION REQUESTED BY:

D. L. Evans Bank
Rupert Branch
318 S. Oneida
Rupert, ID 83350

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Rupert Branch
318 S. Oneida
Rupert, ID 83350

SEND TAX NOTICES TO:

F & C Trucking, LLC
1290 West 5 Lane North
Paul, ID 83347

Instrument # 545225

MINIDOKA COUNTY, RUPERT, IDAHO
05-09-2018 03:16:58 PM No. of Pages: 9
Recorded for: TITLEONE - BURLEY
TONYA PAGE Fee: \$46.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated May 9, 2018, is made and executed between F & C Trucking, LLC (referred to below as "Grantor") and D. L. Evans Bank, whose address is 318 S. Oneida, Rupert, ID 83350 (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 Minidoka County, State of Idaho:

Refer to exhibit "A" attached here to and made a part hereof.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 36-13320 with a claimed priority of September 8, 1962 0.11 cfs of Stock water from groundwater together with any and all other water rights and ditch rights appurtenant to the above described premises.

The Real Property or its address is commonly known as RP07S23E100130, RP07S23E142402, RP07S23E140665, Rupert, ID 83350. The Real Property tax identification number is RP07S23E100130, RP07S23E142402, RP07S23E140665.

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 event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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RECORDATION REQUESTED BY:

D. L. Evans Bank
Rupert Branch
318 S. Oneida
Rupert, ID 83350

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Rupert Branch
318 S. Oneida
Rupert, ID 83350

SEND TAX NOTICES TO:

F & C Trucking, LLC
1290 West 5 Lane North
Paul, ID 83347

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Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means F & C Trucking, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means F & C Trucking, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum 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 D. L. Evans 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 May 9, 2018, in the original principal amount of \$519,839.50 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 December 5, 2027.

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.

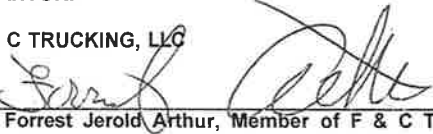
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection 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:

F & C TRUCKING, LLC

By: 

Forrest Jerold Arthur, Member of F & C Trucking, LLC

Exhibit "A"

PARCEL NO. 3:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 10: Part of the E½, more particularly described as follows:

Beginning at the Southeast corner of Section 10, said corner marked by a 5/8 inch rebar; Thence North 00°00'50" East along the east line of Section 10 for a distance of 0.32 feet to the Point of Beginning;
Thence North 63°06'49" West for a distance of 30.26 feet to a ½ inch rebar;
Thence North 63°06'49" West for a distance of 1150.61 feet to a ½ inch rebar;
Thence North 89°41'17" West for a distance of 996.10 feet to a ½ inch rebar;
Thence North 27°08'45" West for a distance of 962.07 feet to a ½ inch rebar;
Thence North 00°58'57" West for a distance of 2707.98 feet to a ½ inch rebar;
Thence North 52°13'01" West for a distance of 285.71 feet to a ½ inch rebar;
Thence North 03°12'04" East for a distance of 427.97 feet to a ½ inch rebar;
Thence North 03°12'04" East for a distance of 26.05 feet to the centerline of a road;
Thence South 89°55'16" East along said centerline for a distance of 1194.55 feet;
Thence South 88°40'17" East along said centerline for a distance of 501.20 feet;
Thence South 87°19'00" East along said centerline for a distance of 635.22 feet;
Thence South 88°04'20" East along said centerline for a distance of 406.36 feet to the east line of Section 10;
Thence South 00°00'50" West along said line for a distance of 2039.05 feet to a 5/8 inch rebar at the East ¼ corner of Section 10;
Thence South 00°00'50" West along said line for a distance of 2635.74 feet to the Point of Beginning.

SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northeast Corner of Section 10, said corner marked by a 5/8 inch rebar; Thence South 00°00'50" West along the east line of Section 10 for a distance of 1303.53 feet; Thence North 85°09'06" West for a distance of 605.76 feet to the Point of Beginning;
Thence South 00°00'50" West for a distance of 258.38 feet to a ½ inch rebar;
Thence North 89°59'10" West for a distance of 544.50 feet to a ½ inch rebar;
Thence North 00°00'50" East for a distance of 400.00 feet to a ½ inch rebar;
Thence South 89°59'10" East for a distance of 544.50 feet to a ½ inch rebar;
Thence South 00°00'50" West for a distance of 141.62 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast Corner of Section 10, said corner marked by a 5/8 inch rebar; Thence South 00°00'50" West along the east line of Section 10 for a distance of 627.02 feet; Thence North 88°04'20" West for a distance of 407.56 feet; Thence North 87°19'00" West for a distance of 635.06 feet; Thence North 88°40'17" West for a distance of 500.52 feet; Thence North 89°55'16" West for a distance of 168.15 feet; Thence South 00°00'50" West for a distance of 515.89 feet to the Point of Beginning;
Thence South 89°59'09" East for a distance of 185.00 feet to a ½ inch rebar set;
Thence South 00°00'50" West for a distance of 544.50 feet to a ½ inch rebar set;
Thence North 89°59'10" West for a distance of 400.00 feet to a ½ inch rebar set;
Thence North 00°00'50" East for a distance of 544.50 feet to a ½ inch rebar set;
Thence South 89°59'09" East for a distance of 215.00 feet to the Point of Beginning.

Tract No. 3:

Beginning at the Northeast Corner of Section 10, said corner marked by a 5/8 inch rebar; Thence South 00°00'50" West along the east line of Section 10 for a distance of 597.00 feet to the centerline of a road, which shall be the Point of Beginning;
Thence South 00°00'50" West along the east line of Section 10 for a distance of 483.86 feet;
Thence North 89°59'10" West for a distance of 25.00 feet to a ½ inch rebar;
Thence North 89°59'10" West for a distance of 895.32 feet to a ½ inch rebar;
Thence North 00°00'50" East for a distance of 475.93 feet to a ½ inch rebar;
Thence North 00°00'50" East for a distance of 45.47 feet to the centerline of a road;
Thence South 87°19'00" East along said centerline for a distance of 514.75 feet;
Thence South 88°04'20" East along said centerline for a distance of 406.36 feet to the Point of Beginning.

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PARCEL NO. 4:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 11: Part of the SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 11, said corner marked by a 5/8 inch rebar; Thence North 89°57'32" East along the south line of Section 11 for a distance of 543.15 feet to the Point of Beginning;
Thence North 89°40'01" East for a distance of 2089.67 feet to the east line of the SW $\frac{1}{4}$;
Thence South 00°02'32" West along said line for a distance of 10.64 feet to a 5/8 inch rebar at the S $\frac{1}{4}$ corner of Section 11;
Thence South 89°57'32" West along the south line of Section 11 for a distance of 2089.63 feet to the Point of Beginning.

PARCEL NO. 5:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 11: Part of the SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 11, said corner marked by a 5/8 inch rebar; Thence North 89°57'32" East along the south line of Section 11 for a distance of 2632.78 feet to a 5/8 inch rebar at the S $\frac{1}{4}$ corner of Section 11 which shall be the Point of Beginning;
Thence North 00°02'32" East along the west line of the SE $\frac{1}{4}$ for a distance of 10.64 feet;
Thence North 89°40'01" East for a distance of 770.15 feet to a 1/2 inch rebar;
Thence South 00°59'34" East for a distance of 14.75 feet to the south line of Section 11;
Thence South 89°58'19" West along said line for a distance of 770.40 feet to the Point of Beginning.

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PARCEL NO. 6:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 14: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest Corner of Section 14, said corner marked by a 5/8 inch rebar; Thence South 00°16'10" West along the west line of Section 14 for a distance of 2.77 feet to the Point of Beginning;
Thence North 89°40'01" East for a distance of 40.57 feet to a ½ inch rebar;
Thence North 89°40'01" East for a distance of 502.60 feet to the north line of Section 14;
Thence North 89°57'32" East along said line for a distance of 2089.63 feet to a 5/8 inch rebar at the N¼ corner of Section 14;
Thence South 00°10'42" West along the east line of the NW¼ for a distance of 2637.07 feet to a 5/8 inch rebar at the Center ¼ corner of Section 14;
Thence South 89°49'19" West along the south line of the NW¼ of Section 14 for a distance of 889.13 feet;
Thence North 00°39'00" East for a distance of 13.97 feet to a ½ inch rebar;
Thence North 00°39'00" East for a distance of 686.70 feet to a ½ inch rebar;
Thence North 24°58'05" West for a distance of 339.66 feet to a ½ inch rebar;
Thence North 01°17'06" West for a distance of 195.63 feet to a ½ inch rebar;
Thence South 89°09'10" West for a distance of 58.69 feet to a ½ inch rebar;
Thence South 12°11'53" West for a distance of 144.80 feet to a ½ inch rebar;
Thence South 87°25'33" West for a distance of 215.99 feet to a ½ inch rebar;
Thence South 00°24'16" East for a distance of 22.96 feet to a ½ inch rebar;
Thence South 88°03'17" West for a distance of 49.46 feet to a ½ inch rebar;
Thence South 02°51'36" East for a distance of 197.96 feet to a ½ inch rebar;
Thence South 88°21'30" West for a distance of 1217.27 feet to a ½ inch rebar;
Thence South 88°21'30" West for a distance of 43.12 feet to the west line of Section 14;
Thence North 00°16'10" East along said line for a distance of 1841.63 feet to the Point of Beginning.

PARCEL NO. 7:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 14: Part of the NE¼, more particularly described as follows:

Beginning at the Northwest Corner of Section 14, said corner marked by a 5/8 inch rebar; thence North 89°57'32" East along the north line of Section 14 for a distance of 2632.78 feet to a 5/8 inch rebar at the N¼ corner of Section 14 which shall be the Point of Beginning;
Thence North 89°58'19" East along the north line of Section 14 for a distance of 770.40 feet;
Thence South 00°59'34" East for a distance of 270.21 feet to a ½ inch rebar;
Thence South 25°15'53" East for a distance of 1161.57 feet to a ½ inch rebar;
Thence South 01°05'53" East for a distance of 1313.00 feet to a ½ inch rebar on the south line of the NE¼ of Section 14;
Thence South 89°49'20" West along said line for a distance of 1304.21 feet to a 5/8 inch rebar at the Center ¼ corner of Section 14;
Thence North 00°10'42" East along the west line of the NE¼ for a distance of 2637.07 feet to the Point of Beginning.


Forrest Jerold Arthur, Member of F & C Trucking, LLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 12, 2018

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Notice of Security Interest in Water Right: 36-13320

Dear Interested Party:

The Department of Water Resources received a request for a Notice of Security in a Water Right for the above mentioned water right. The place of use for water right 36-13321 is in tax lot RP07S23E143818 in Minidoka County. According to the mortgage, the property is located in tax lots RP07S23E100130, RP07S23E142402, and RP07S23E140665. I have enclosed a map for your benefit.

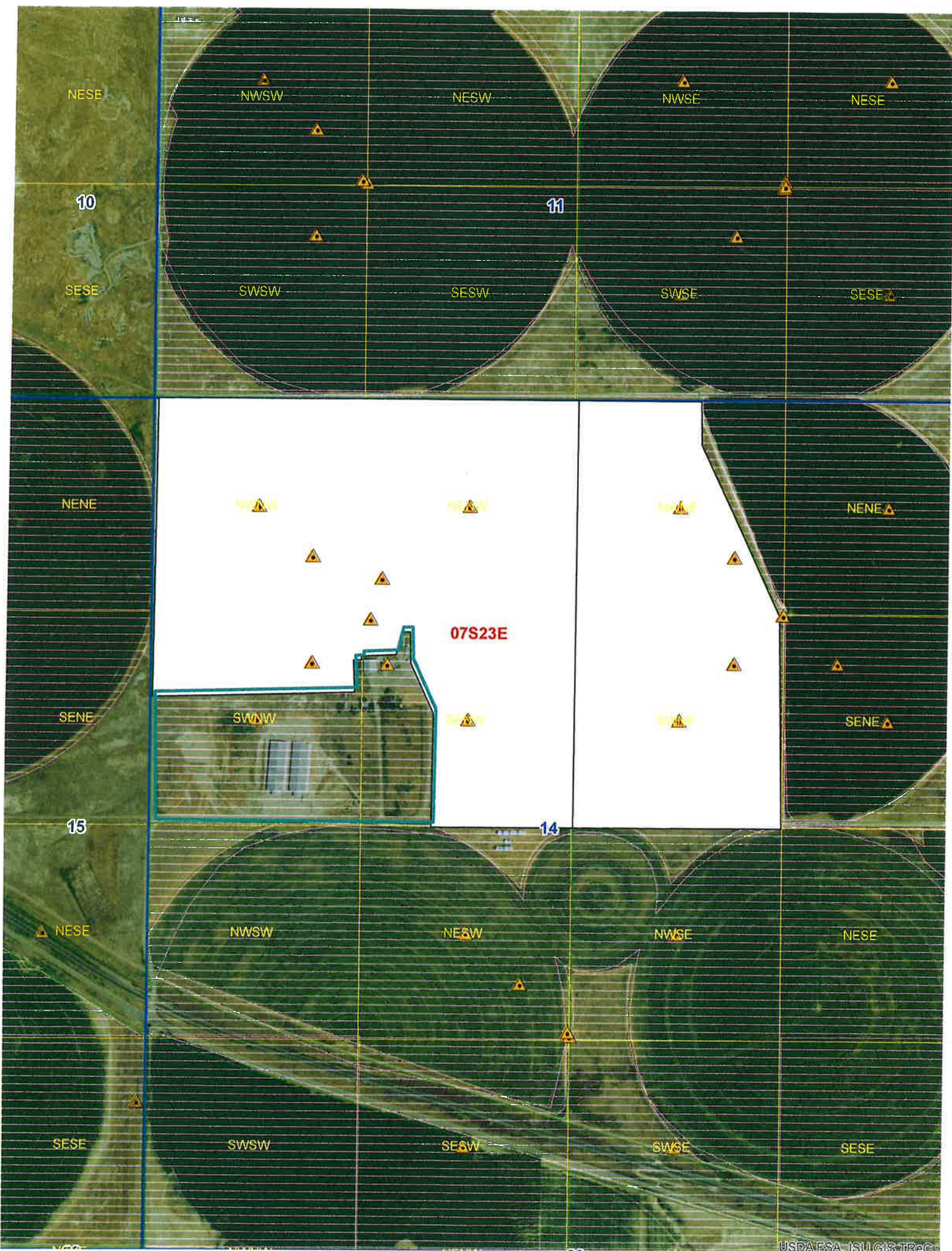
Because the land listed on the mortgage is at a different location than the place of use for the water right, the Department is returning your Notice of Security Interest in a Water Right and the attachments. I have requested a refund of \$25, which you should receive within 10 days under separate cover from the State Controller's office.

If you have any questions regarding this matter, please call me at (208) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures



Judd, Debbi

From: Judd, Debbi
Sent: Monday, June 11, 2018 3:08 PM
To: Marston, Sascha
Subject: Refund request

TO: Sascha Marston

FROM: Debbi Judd

DATE: June 11, 2018

RE: Refund: Ownership change

Please refund \$25. Security interest of water right was not processed.

NAME: D L EVANS BANK

ADDRESS: PO Box 87
Twin Falls ID 83303

RECEIPT #: C105223

Thank you.

Debbi

Debbi Judd
Technical Records Specialist
debbi.judd@idwr.idaho.gov

Idaho Department of Water Resources
322 E Front St
PO Box 83720
Boise, ID 83720-0098
208-287-4920
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