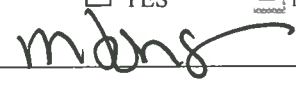


RECEIVED

FEB 09 2018

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
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): 45-~~XXXX~~ -14507
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) ~~Mark Creek Farms LLC~~
Dino A. & Ann E. Molinari
5. Expiration Date of Notification Period 12/20/2037
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
Loan Central Supervisor

For Office Use Only

Received by _____	Date <u>2/9/2018</u>	Fee <u>\$ 25-</u>
Receipted by <u></u>	Date _____	Receipt No. <u>5036571</u>
Processed by _____	Date _____	WR _____ Date _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

SEND TAX NOTICES TO:

Dino A. Molinari
Ann E. Molinari
101 Gill Way
Benicia, CA 94510

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

17300782

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated December 8, 2017, among Dino A. Molinari and Ann E. Molinari ("Grantor"); D. L. Evans Bank, whose address is Albion Branch, P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TitleOne, whose address is 211 West 13th Street, P.O. Box 177, ID 83318 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, 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 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 Cassia County, State of Idaho:

TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 33: Part of the NW¼, more particularly described as follows:

Beginning at the West ¼ corner of Section 33, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 00°34'00" West along the west line of Section 33 for a distance of 300.00 feet to the Point of Beginning;

Thence North 00°34'00" West along the west line of Section 33 for a distance of ~~300.00 feet to the Point of Beginning;~~ 1532.82 feet;

Thence North 89°37'30" East for a distance of 25.00 feet to a ½ inch rebar;
Thence North 89°37'30" East for a distance of 887.69 feet to a ½ inch rebar;
Thence South 02°52'13" East for a distance of 200.32 feet to a 5/8 inch rebar;
Thence South 23°43'58" West for a distance of 289.65 feet to a 5/8 inch rebar;
Thence South 38°36'16" West for a distance of 285.99 feet to a ½ inch rebar;
Thence South 19°56'13" East for a distance of 290.84 feet to a 5/8 inch rebar;
Thence South 13°38'07" East for a distance of 592.02 feet to a 5/8 inch rebar;
Thence South 89°54'56" West for a distance of 826.10 feet to a ½ inch rebar;
Thence South 89°54'56" West for a distance of 25.16 feet to the Point of Beginning.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 45-14108 with a claimed priority of October 13, 1878 to irrigation water from the waters of Howell Creek, a tributary of the Marsh Creek 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 RP11S25E333301A, Albion, ID 83311. The Real Property tax identification number is RP11S25E333301A.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) 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 DEED OF TRUST, 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 DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not

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D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

WHEN RECORDED MAIL TO:

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Albion Branch
P.O. Box 517
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**DEED OF TRUST
(Continued)**

Loan No: 1200034846/12

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PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

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 Deed of Trust. 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 Deed of Trust 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 Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust 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 Deed of Trust.

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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**DEED OF TRUST
(Continued)**

Loan No: 1200034846/12

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or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. 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 Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take 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 Trustee or 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 Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust 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 Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust 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 Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, 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 Deed of Trust as a security agreement are a part of this Deed of Trust:

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.

DEED OF TRUST (Continued)

Loan No: 1200034846/12

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continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust 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 Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

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

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

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust 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 Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust 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 Deed of Trust 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 death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or 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 Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or 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 Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party 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 Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Notice of Default. In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**DEED OF TRUST
(Continued)**

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Page 5

or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Cassia County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust 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.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to

1

**DEED OF TRUST
(Continued)**

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Waive Jury. All parties to this Deed of Trust 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 Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. 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 Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means D. L. Evans Bank, and its successors and assigns.

Borrower. The word "Borrower" means Dino Anthony Molinari and Ann Elizabeth Molinari and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust 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 Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Dino A. Molinari and Ann E. Molinari.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party 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 Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 8, 2017, in the original principal amount of \$98,298.50 from Borrower to Lender, together with all renewals of, extensions of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 Deed of Trust.

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.

Trustee. The word "Trustee" means TitleOne, whose address is 211 West 13th Street, P.O. Box 177, ID 83318 and any substitute or successor trustees.

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

GRANTOR:

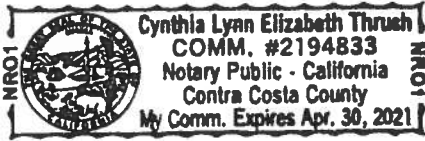
x

Dino A. Molinari

x

Ann E. Molinari

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Solano)This record was acknowledged before me on December 13th, 20 17 by Dino A. Molinari and Ann E. Molinari.Cynthia Lynn Elizabeth Thruish
Notary Public in and for the State of California
My commission expires April 30th, 2021

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

17300782

SHARED WATER SYSTEM AGREEMENT

THIS AGREEMENT is made by and among MARSH CREEK ESTATES, LLC, an Idaho limited liability company, hereinafter referred to as "Marsh Creek," ANDY GIBSON and MELISSA W. GIBSON, husband and wife, hereinafter referred to as "Gibson" and DINO MOLINARI and ANN MOLINARI, husband and wife, hereinafter referred to as "Molinari."

Recitals

Whereas, Marsh Creek owns real property depicted as parcel 1 and parcel 3 on the record of survey attached hereto as exhibit "A;" and,

Whereas, Gibson owns real property depicted as parcel 2 as shown on exhibit "A;" and,

Whereas, Molinari is in process of purchasing the real property depicted as parcel 3 as shown on exhibit "A;" and,

Whereas, each parcel depicted on exhibit "A" has a proportional share to use water right number 45-14108 for irrigation on its parcel; and,

Whereas, Marsh Creek has constructed a diversion system and pump system so that water may be diverted and used to irrigate parcels 1, 2 and 3 as depicted on exhibit "A;" and,

Whereas, the parties hereto desire to memorialize their agreement by this document for the use and maintenance of the shared water system.

NOW, THEREFORE, it is agreed by and among the parties hereto as follows:

1. Water System. Marsh Creek is the owner of a certain Water Right Number 45-14108, which is appurtenant to the entire Project. Marsh Creek has constructed and installed a diversion and pump station into which a six inch mainline may attach for use as a pressurized irrigation system. Marsh Creek has sufficient six inch mainline to connect to the pumping station and to provide access for each parcel owner to attach a three inch (3") sprinkler hand line. Each parcel Owner may attach to such riser a three inch (3") sprinkler hand-line to deliver water to such Owner's real property. Any three inch (3") hand-lines used to attach to the mainline shall be

purchased by each parcel Owner at their sole cost and expense. Such water system shall be capable of delivering to each parcel within the Project, its appurtenant, pro rata allocation of Water Right Number 45-14108 ("Water System").

2. Title. The diversion structure and pumping station is located on or near parcel 3 as shown on exhibit "A." Title to such property will be vested in the owner of parcel 3 subject to a right granted in the record owners of parcels 1 and 2 to use to deliver their pro rata share of water.

3. Maintenance and Operation. The operation and maintenance of the Water System shall be shared on a pro-rata basis among each of the parcel owners based upon each parcel owner's pro-rata share of the total water right. The owner of parcel 3 shall have the right and obligation to maintain and operate the diversion structure, the pump, the pump house, electrical service for the pumps and the mainline pipes and other appurtenant equipment used to deliver the water. In order to carry out such obligations, the owner of parcel 3 shall do the following:

- a. Maintain said system in good and clean condition and to keep all such facilities in good repair and operating condition; and,
- b. Pay any real property and personal property taxes, assessments and charges when due and not permit the same to become a lien thereon; and,
- c. Officially operate, regulate and maintain the water system in a manner calculated to provide reliable and equitable water service to all users; and,
- d. To levy assessments for the costs of maintenance and operation of the water system against the owners of parcel 1 and 2 for their pro rata share of the water system.
- e. In the event that an owner fails to pay the assessments levied for maintenance and operation of the water system, the owner who is obligated to maintain and operated the water system shall be entitled to deny such owner use of the water system until such assessment is paid in full. Furthermore, if it is necessary for such owner to seek the assistance of an attorney to enforce his/her/its rights as provided herein, then such owner shall be entitled to receive, in addition to the amounts owed for operation and maintenance, all of his/her/its attorney fees and costs that are incurred.

4. Access and Utility Easement. There is hereby granted to, and created in, the owners of the parcels an access and utility easement over, under and across the real property and any affected Parcels, which easement is more fully described on Exhibit "B," attached hereto and

incorporated by reference, and an access and utility easement, which easement is more fully described on Exhibit "C," attached hereto and incorporated by reference, for the purpose of accessing, installing, servicing, maintaining, repairing and/or replacing the Water System and may be accessed by pedestrians, vehicles, machinery and equipment. Within this access and utility easement, the owners of the affected parcels shall have the exclusive right and obligation at their sole cost and expense, to plant, install, and thereafter maintain, ground cover, landscaping and an irrigation system in a manner which it, in its sole discretion, deems appropriate. The easement shall be non-exclusive, and shall be perpetual, provided, however, that the Owner of any such parcel shall not be entitled to place any improvements or structures, including fences, or any landscaping or plantings of any type within the easement.

Each parcel owner shall save and hold the other parcel owner harmless from any and all liability for personal injury, property damage or other damage resulting from, or in any way connected with, the use made of said easements by the owners their agents, contractors, subcontractors, invitees or guests, excepting only liability for personal injuries or property damage caused solely by negligence or wrong doing of an owner or its agents, contractors, subcontractors, invitees or guests.

In the event that any owner shall be caused to secure legal services or advice to enforce its rights relative to the easement hereinabove referred to, the owner who prevails with respect to such enforcement shall be entitled to recover attorney's fees reasonably incurred for such services or advice, in addition to all other remedies which may be available at law or in equity

5. Compliance. Each Owner shall comply with the provisions of this Shared Water System Agreement. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or any Owner.

6. Mailing Address. Each Owner shall provide the owner of parcel 3 with such Owner's mailing address, which address shall be used for the mailing or other service of any and all notices, assessments or communications. Any notice referred to in this section shall be deemed given when it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the given address.

7. Transfer of Rights. Any right or interest set forth in this Agreement shall run with the land and shall transfer with such property.

8. Prevailing Law. The provisions of this Agreement shall be construed and enforced pursuant to the laws of the State of Idaho, and all applicable statutes of Cassia County, Idaho.

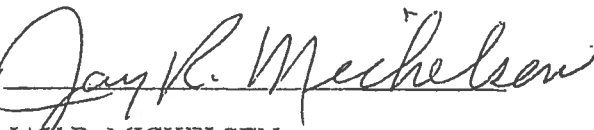
9. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all of the provisions of this Shared Water System Agreement. Failure by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Amendment. The provisions of this Agreement shall run with and bind the land depicted on exhibit "A." This Agreement may be amended or revoked at any time by an instrument signed by not less than seventy percent (70%) of the Owners, with one vote per parcel. Any amendment or revocation must be recorded to be effective.

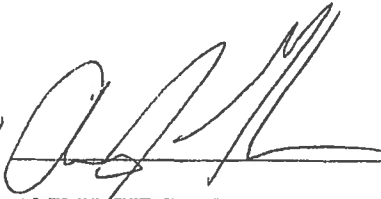
DATED this 15 day of December, 2017.

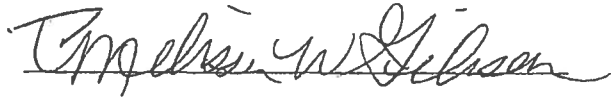
MARSH CREEK ESTATES, LLC

By


JAY R. MICKELSEN

Its Member


ANDY GIBSON


MELISSA W. GIBSON

DINO MOLINARI

ANN MOLINARI

9. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all of the provisions of this Shared Water System Agreement. Failure by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Amendment. The provisions of this Agreement shall run with and bind the land depicted on exhibit "A." This Agreement may be amended or revoked at any time by an instrument signed by not less than seventy percent (70%) of the Owners, with one vote per parcel. Any amendment or revocation must be recorded to be effective.

DATED this 13 day of December, 2017.

MARSH CREEK ESTATES, LLC

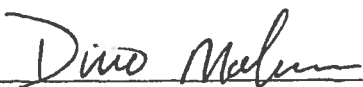
By _____

JAY R. MICKELSEN

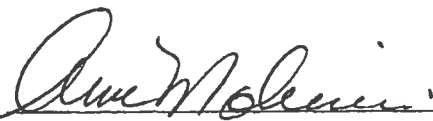
Its Member

ANDY GIBSON

MELISSA W. GIBSON

_____

DINO MOLINARI

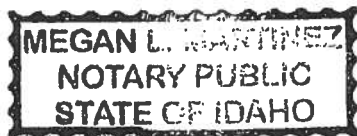
_____

ANN MOLINARI

STATE OF IDAHO)
) ss.
County of Cassia)

On this 15th day of December, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAY R. MICKELSON, known or identified to me to be the member of the limited liability company whose names is subscribed to the within instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

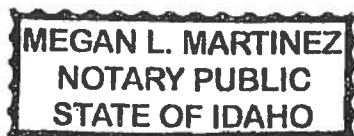


Megan L. Martinez
NOTARY PUBLIC
Residing at Burley, ID
My Commission Expires 5/27/2020

STATE OF IDAHO)
) ss.
County of Cassia)

On this 19th day of December, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANDY GIBSON and MELISSA W. GIBSON, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Megan L. Martinez
NOTARY PUBLIC
Residing at Burley, ID
My Commission Expires 5/27/2020

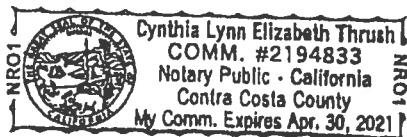
STATE OF CALIFORNIA)

) ss.

County of SOLANO)

On this 13TH day of December, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DINO MOLINARI and ANN MOLINARI, husband and wife, 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.

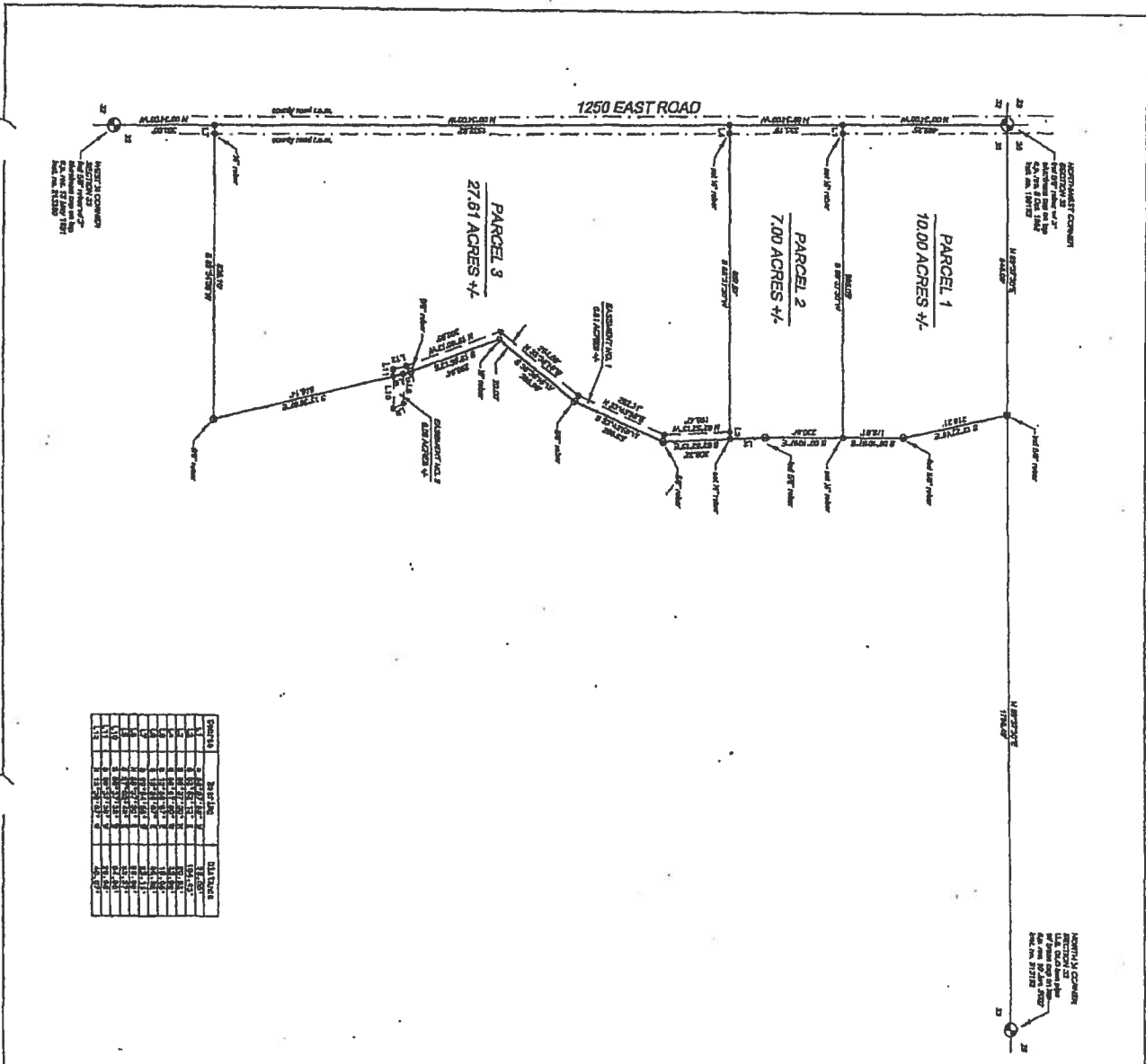
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cynthia Lynn Elizabeth Thrush
NOTARY PUBLIC

Residing at Berndia, CA

My Commission Expires April 30th, 2021



STATION	BEARING	DISTANCE
1	N 89° 59' 57" E	10.00
2	S 89° 59' 57" E	10.00
3	S 89° 59' 57" E	10.00
4	S 89° 59' 57" E	10.00
5	S 89° 59' 57" E	10.00
6	S 89° 59' 57" E	10.00
7	S 89° 59' 57" E	10.00
8	S 89° 59' 57" E	10.00
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39	S 89° 59' 57" E	10.00
40	S 89° 59' 57" E	10.00
41	S 89° 59' 57" E	10.00
42	S 89° 59' 57" E	10.00
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91	S 89° 59' 57" E	10.00
92	S 89° 59' 57" E	10.00
93	S 89° 59' 57" E	10.00
94	S 89° 59' 57" E	10.00
95	S 89° 59' 57" E	10.00
96	S 89° 59' 57" E	10.00
97	S 89° 59' 57" E	10.00
98	S 89° 59' 57" E	10.00
99	S 89° 59' 57" E	10.00
100	S 89° 59' 57" E	10.00

RECORD OF SURVEY
for
JAY MICKELSEN

DESERT WEST LAND SURVEYS, P.C.

3000 DESERT LAND SURVEYS, P.C.
1100 S. 10TH ST.
DENVER, CO 80202
DATE: 10/10/2018

3000 DESERT LAND SURVEYS, P.C.
1100 S. 10TH ST.
DENVER, CO 80202
DATE: 10/10/2018

3000 DESERT LAND SURVEYS, P.C.
1100 S. 10TH ST.
DENVER, CO 80202
DATE: 10/10/2018

T. 11 S. R. 25 E. B.M.
CLARK COUNTY ROAD

LEGEND

○ - POINT ON SURVEY 24" IRON W.L. NO. 1
ATTACHED AS NORTH

● - POINT ON SURVEY 24" IRON W.L. NO. 2
ATTACHED AS NORTH

○ - NO MONUMENT FOUND ON SURVEY
OTHER MONUMENT FOUND ON SURVEY 24" IRON W.L. NO. 1

NOTICE OF RECORD OF SURVEY

THIS SURVEY WAS MADE BY DESERT WEST LAND SURVEYS, P.C. ON 10/10/2018. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CLARK COUNTY RECORD OF SURVEY ACT. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CLARK COUNTY RECORD OF SURVEY ACT. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CLARK COUNTY RECORD OF SURVEY ACT.

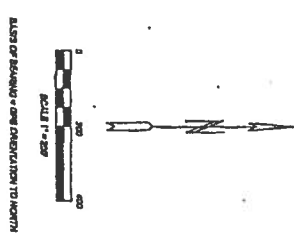
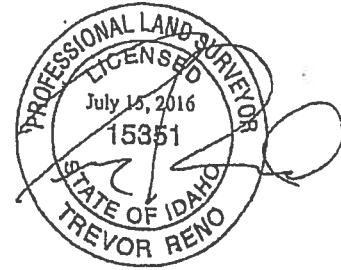


EXHIBIT
A

July 15, 2016
JOB # 11698-16C1
JAY MICKELSEN SURVEY



PARCEL 1

L E G A L D E S C R I P T I O N

Part of the NW $\frac{1}{4}$ of Section 33 in Township 11 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the West $\frac{1}{4}$ Corner of Section 33 in T.11 S., R.25 E., B.M. said corner marked by a $\frac{3}{8}$ " rebar with a 3" aluminum cap on top; Thence North 00 degrees 34 minutes 00 seconds West along the west line of Section 33 for a distance of 2168.01 feet to the Point of Beginning;

THENCE North 00 degrees 34 minutes 00 seconds West along said line for a distance of 489.25 feet to a $\frac{3}{8}$ " rebar with a 3" aluminum cap at the Northwest Corner of Section 33;

THENCE North 89 degrees 37 minutes 30 seconds East along the north line of Section 33 for a distance of 846.09 feet to a $\frac{3}{8}$ " rebar;

THENCE South 12 degrees 23 minutes 46 seconds East for a distance of 318.21 feet to a $\frac{3}{8}$ " rebar;

THENCE South 00 degrees 10 minutes 07 seconds East for a distance of 178.01 feet to a $\frac{1}{4}$ " rebar;

THENCE South 89 degrees 37 minutes 30 seconds West for a distance of 885.09 feet to a $\frac{1}{4}$ " rebar;

THENCE South 89 degrees 37 minutes 30 seconds West for a distance of 25.00 feet to the Point Of Beginning.

Said property contains 10.00 acres more or less and is subject to a county road right of way along the west side and is subject to any other easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318



July 15, 2016
JOB # 11698-16C1
JAY MICKELSEN SURVEY



PARCEL 2

L E G A L D E S C R I P T I O N

Part of the NW $\frac{1}{4}$ of Section 33 in Township 11 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the West $\frac{1}{4}$ Corner of Section 33 in T.11.S., R.25 E., B.M. said corner marked by a $\frac{3}{8}$ " rebar with a 3" aluminum cap on top; Thence North 00 degrees 34 minutes 00 seconds West along the west line of Section 33 for a distance of 1832.82 feet to the Point of Beginning;

THENCE North 00 degrees 34 minutes 00 seconds West along said line for a distance of 335.19 feet;

THENCE North 89 degrees 37 minutes 30 seconds East for a distance of 25.00 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 37 minutes 30 seconds East for a distance of 885.09 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 10 minutes 07 seconds East for a distance of 230.87 feet to a $\frac{5}{8}$ " rebar;

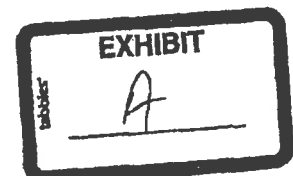
THENCE South 02 degrees 52 minutes 13 seconds East for a distance of 104.43 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 37 minutes 30 seconds West for a distance of 887.69 feet to a $\frac{1}{2}$ " rebar;

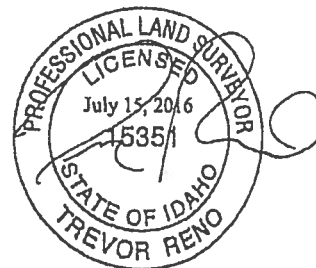
THENCE South 89 degrees 37 minutes 30 seconds West for a distance of 25.00 feet to the Point Of Beginning.

Said property contains 7.00 acres more or less and is TOGETHER WITH an irrigation easement more particularly described as follows; (insert Easement No. 1 Description), and is TOGETHER WITH an irrigation easement more particularly described as follows; (insert Easement No. 2 Description), and is subject to a county road right of way along the west side and is subject to any other easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318



July 15, 2016
JOB # 11698-16C1
JAY MICKELSEN SURVEY



PARCEL 3

L E G A L D E S C R I P T I O N

Part of the NW $\frac{1}{4}$ of Section 33 in Township 11 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the West $\frac{1}{4}$ Corner of Section 33 in T.11 S., R.25 E., B.M. said corner marked by a $\frac{3}{8}$ " rebar with a 3" aluminum cap on top; Thence North 00 degrees 34 minutes 00 West along the west line of Section 33 for a distance of 300.00 feet to the Point of Beginning;

THENCE North 00 degrees 34 minutes 00 seconds West along the west line of Section 33 for a distance of 1532.82 feet;

THENCE North 89 degrees 37 minutes 30 seconds East for a distance of 25.00 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 37 minutes 30 seconds East for a distance of 887.69 feet to a $\frac{1}{2}$ " rebar;

THENCE South 02 degrees 52 minutes 13 seconds East for a distance of 200.32 feet to a $\frac{3}{8}$ " rebar;

THENCE South 23 degrees 43 minutes 58 seconds West for a distance of 289.65 feet to a $\frac{3}{8}$ " rebar;

THENCE South 38 degrees 36 minutes 16 seconds West for a distance of 285.99 feet to a $\frac{1}{2}$ " rebar;

THENCE South 19 degrees 56 minutes 13 seconds East for a distance of 290.84 feet to a $\frac{3}{8}$ " rebar;

THENCE South 13 degrees 38 minutes 07 seconds East for a distance of 592.02 feet to a $\frac{3}{8}$ " rebar;

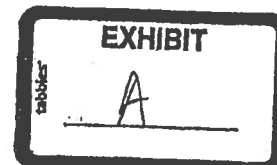
THENCE South 89 degrees 54 minutes 56 seconds West for a distance of 826.10 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 54 minutes 56 seconds West for a distance of 25.16 feet to the Point Of Beginning.

Said property contains 27.61 acres more or less and is TOGETHER WITH an irrigation easement more particularly described as follows; (insert Easement No. 2 Description), and is subject to an irrigation easement more particularly described as follows; (insert Easement No. 1 Description), and is subject to a county road right of way along the west side and is subject to any other easements or right of ways, existing or of record.

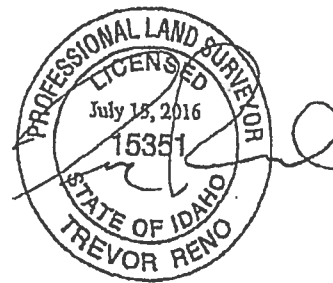
PREPARED BY:

Desert West Land Surveys 2020 Overland Ave. Burley, Idaho 83318



2017-005006

July 15, 2016
JOB # 11698-16C1
JAY MICKELSEN SURVEY



EASEMENT NO. 1

L E G A L D E S C R I P T I O N

Part of the NW $\frac{1}{4}$ of Section 33 in Township 11 South, Range 25
East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the West $\frac{1}{4}$ Corner of Section 33 in T.11 S., R.25
E., B.M. said corner marked by a $\frac{3}{8}$ " rebar with a 3" aluminum cap
on top; Thence North 00 degrees 34 minutes 00 seconds West along
the west line of Section 33 for a distance of 1832.82 feet;
Thence North 89 degrees 37 minutes 30 seconds East for a
distance of 25.00 feet to a $\frac{1}{2}$ " rebar; Thence North 89 degrees 37
minutes 30 seconds East for a distance of 867.67 feet to the
Point of Beginning;

THENCE North 89 degrees 37 minutes 30 seconds East for a
distance of 20.02 feet to a $\frac{1}{2}$ " rebar;

THENCE South 02 degrees 52 minutes 13 seconds East for a
distance of 200.32 feet to a $\frac{3}{8}$ " rebar;

THENCE South 23 degrees 43 minutes 58 seconds West for a
distance of 289.65 feet to a $\frac{3}{8}$ " rebar;

THENCE South 38 degrees 36 minutes 16 seconds West for a
distance of 285.99 feet to a $\frac{1}{2}$ " rebar;

THENCE South 19 degrees 56 minutes 13 seconds East for a
distance of 290.84 feet to a $\frac{3}{8}$ " rebar;

THENCE South 13 degrees 38 minutes 07 seconds East for a
distance of 45.88 feet;

THENCE South 89 degrees 37 minutes 30 seconds West for a
distance of 20.55 feet;

THENCE North 13 degrees 38 minutes 07 seconds West for a
distance of 40.07 feet;

THENCE North 19 degrees 56 minutes 13 seconds West for a
distance of 300.95 feet;

THENCE North 38 degrees 36 minutes 16 seconds East for a
distance of 294.59 feet;

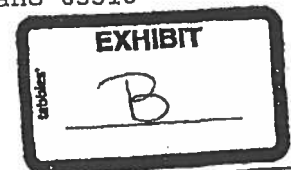
THENCE North 23 degrees 43 minutes 58 seconds East for a
distance of 282.31 feet;

THENCE North 02 degrees 52 minutes 13 seconds West for a
distance of 196.47 feet to the Point Of Beginning.

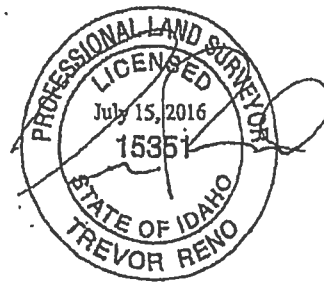
Said property contains 0.51 acres more or less.

PREPARED BY:

Desert West Land Surveys 2020 Overland Ave. Burley, Idaho 83318



July 15, 2016
JOB # 11698-16C1
JAY MICKELSEN SURVEY



EASEMENT NO. 2

L E G A L D E S C R I P T I O N

Part of the NW $\frac{1}{4}$ of Section 33 in Township 11 South, Range 25
East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the West $\frac{1}{4}$ Corner of Section 33 in T.11 S., R.25
E., B.M. said corner marked by a $\frac{1}{2}$ " rebar with a 3" aluminum cap
on top; Thence North 00 degrees 34 minutes 00 seconds West along
the west line of Section 33 for a distance of 300.00 feet;
Thence North 89 degrees 54 minutes 56 seconds East for a
distance of 25.16 feet to a $\frac{1}{2}$ " rebar; Thence 89 degrees 54
minutes 56 seconds East for a distance of 826.10 feet to a $\frac{1}{2}$ "
rebar; Thence North 13 degrees 38 minutes 07 seconds West for a
distance of 546.14 feet to the Point of Beginning;

THENCE North 13 degrees 38 minutes 07 seconds West for a
distance of 30.82 feet;

THENCE North 89 degrees 37 minutes 30 seconds East for a
distance of 86.00 feet;

THENCE South 27 degrees 02 minutes 48 seconds East for a
distance of 33.57 feet;

THENCE South 89 degrees 37 minutes 30 seconds West for a
distance of 94.00 feet to the Point Of Beginning.

Said property contains 0.06 acres more or less.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318





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

February 12, 2018

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303-0087

RE: Notice of Security Interest for Water Right/Permit No(s): 45-14507 / Dino and Ann Molinari

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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or online www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Trish Fawcett
Technical Records Specialist I

Enclosure(s)