

RECEIVED

MAY 01 2017

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	37-22977			

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

Edward R. Rablin and Jennifer D. Rablin,

P.O. Box 671

Fairfield, ID 83327

Phone 208-309-0718

Email rablinclan@gmail.com

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

HK Grazing Management, LLC

5. Expiration Date of Notification Period

November 1, 2020

6. Is this a Renewal of Request for Notification?

☐ YES☐ NO

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

Title, if applicable

For Office Use Only

Received by AM

Date

5-1-2017

Receipt No.

5036102

Fee

\$50-

Processed by AJ

Date

WR

Date

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
301 Main Street
Gooding, ID 83330

CAMAS COUNTY

RECORDED FOR:

Clerk

10:53:54 AM 04-27-2017

2017-087735

No. PAGES: 15

FEE: \$52.00

KORRI BLODGETT
COUNTY CLERK

DEPUTY: KB

Space Above This Line for Recorder's Use Only

File No. 630281GO (smb)

THIS DEED OF TRUST IS SUBJECT TO A DUE-ON-SALE RIDER DATED April 26, 2017, BETWEEN HK Grazing Management, LLC, an Idaho limited liability company, AS GRANTOR, First American Title Company, AS TRUSTEE, AND Edward R. Rablin and Jennifer D. Rablin, AS BENEFICIARY.

DEED OF TRUST INCLUDING DUE - ON - SALE RIDER

THIS DEED OF TRUST, made this **April 26, 2017**, between **HK Grazing Management, LLC, an Idaho limited liability company**, herein called GRANTOR(S), whose address is **PO Box 4464, Ketchum, ID 83340**, and **First American Title Company**, herein called TRUSTEE, whose address is **199 Country Lane, Jerome, Idaho 83338**, and **Edward R. Rablin and Jennifer D. Rablin, husband and wife**, herein called BENEFICIARY, whose address is **PO Box 671, Fairfield, ID 83327**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Camas**, State of **Idaho**, described as follows and containing not more than eighty acres in area:

Parcel No. 1:
(Parcel 4 of the Rancho Cleo Parcels)

A parcel of land lying within a portion of Section 30, Township 1 North, Range 16 East, Boise Meridian, Camas County, Idaho; being more particularly described as follows:

Commencing at the Southeast Corner of said Section 30, which point is marked by a 5/8" rebar, proceed N 89°03'26" W, 1325.69 feet to an Aluminum Cap by PLS 7048 marking the Southeast Corner of US Government Lot 6 in said Section 30, said point being the Southeast Corner of Parcel 4 and the True Point of Beginning;

Thence N 0°22'38" E, 808.52 feet, along the line between US Government Lots 6 and 7 to its intersection with the Centerline of an existing Access Road, which point is witnessed by a ½" rebar by PLS 7048 lying S 0°22'38" W, 30.00 feet distant;

Thence S 78°51'19" W, 4.43 feet, being the Centerline of said Access Road;

Thence 48.38 feet along a curve to the right with a Radius of 350.00 feet, a Central Angle of 7°55'13", a Tangent of 24.23 feet and a Chord of 48.34 feet that bears S 82°48'55" W, being the Centerline of said Access Road;

Thence S 86°46'32" W, 87.51 feet, being the Centerline of said Access Road;

Thence 100.62 feet along a curve to the right with a Radius of 480.00 feet, a Central Angle of 12°00'38", a Tangent of 50.50 feet and a Chord of 100.44 feet that bears N 87°13'09" W, being the Centerline of said Access Road;

Thence N 81°12'50" W, 188.71 feet, being the Centerline of said Access Road;

Thence 65.87 feet along a curve to the right with a Radius of 509.75 feet, a Central Angle of 7°24'13", a Tangent of 32.98 feet and a Chord of 65.87 feet that bears N 77°30'43" W, being the Centerline of said Access Road;

Thence N 73°48'37" W, 104.38 feet, being the Centerline of said Access Road;

Thence 125.07 feet along a curve to the right with a Radius of 170.83 feet, a Central Angle of 41°56'52", a Tangent of 65.49 feet and a Chord of 122.29 feet that bears N 52°50'11" W, being the Centerline of said Access Road;

Thence N 31°51'22" W, 340.20 feet, being the Centerline of said Access Road;

Thence 108.07 feet along a curve to the right with a Radius of 466.74 feet, a Central Angle of 13°15'57", a Tangent of 54.28 feet and a Chord of 107.83 feet that bears N 25°13'23" W, being the Centerline of said Access Road;

Thence N 18°35'25" W, 352.00 feet, being the Centerline of said Access Road;

Thence 36.82 feet along a curve to the left with a Radius of 75.00 feet, a Central Angle of 28°07'36", a Tangent of 18.79 feet and a Chord of 36.45 feet that bears N 32°39'13" W, being the Centerline of said Access Road;

Thence N 46°43'01" W, 202.14 feet, being the Centerline of said Access Road;

Thence 98.05 feet along a curve to the left with a Radius of 160.00 feet, a Central Angle of 35°06'42", a Tangent of 50.62 feet and a Chord of 96.52 feet that bears N 64°16'22" W, being the Centerline of said Access Road;

Thence N 81°49'43" W, 38.56 feet, along the Centerline of said Access Road to its intersection with the North-South Center of Section Line, which point is witnessed by a ½" rebar by PLS 7048 lying S 0°23'27" W, 30.00 feet distant;

Thence S 0°23'27" W, 1862.61 feet, along said Center of Section Line which becomes the line between US Government Lots 5 and 6, to an Aluminum Cap by PLS 7048, marking the

Southwest Corner of said US Government Lot 6 and Parcel 4;

Thence S 89°03'26" E, 1325.69 feet, along the Southerly Boundary of said Section 30, to the True Point of Beginning.

Parcel No. 2:

TOGETHER WITH A 60 (sixty) foot wide non-exclusive Access Road Easement for owners of Rancho Cielo Parcels; lying within portions of Sections 29 and 30, Township 1 North, Range 16 East, and portions of Sections 24 and 25, Township 1 North, Range 15 East, Boise Meridian, Camas County, Idaho; with said Easement being 30 (thirty) feet right and 30 (thirty) feet left of the following described Centerline:

Commencing at the Southeast Corner of said Section 30, which point is marked by a 5/8" rebar, proceed N 83°22'36" E, 3201.04 feet to a 5/8" rebar marking the centerline intersection of Princess Mine Road and said Access Road, with said point being the True Point of Beginning;

Thence S 81°04'07" W, 228.94 feet, being the Centerline of said Access Road;

Thence 79.14 feet along a curve to the right with a Radius of 300.00 feet, a Central Angle of 15°06'50" a Tangent of 39.80 feet and a Chord of 78.91 feet that bears S 88°37'32" W, being the Centerline of said Access Road;

Thence N 83°49'03" W, 69.04 feet, being the Centerline of said Access Road;

Thence 61.24 feet along a curve to the left with a Radius of 251.01 feet, a Central Angle of 13°58'41", a Tangent of 30.77 feet and a Chord of 61.09 feet that bears S 89°11'37" W, being the Centerline of said Access Road;

Thence S 82°12'16" W, 164.15 feet, being the Centerline of said Access Road;

Thence 29.97 feet along a curve to the right with a Radius of 103.06 feet, a Central Angle of 16°39'36", a Tangent of 15.09 feet and a Chord of 29.861 feet that bears N 89°27'56" W, being the Centerline of said Access Road;

Thence N 81°08'08" W, 172.94 feet, being the Centerline of said Access Road;

Thence 53.14 feet along a curve to the left with a Radius of 212.08 feet, a Central Angle of 14°21'24", a Tangent of 26.71 feet and a Chord of 53.00 feet that bears N 88°18'50" W, being the Centerline of said Access Road;

Thence S 84°30'28" W, 166.22 feet, being the Centerline of said Access Road;

Thence 56.50 feet along a curve to the left with a Radius of 185.67 feet, a Central Angle of 17°26'12", a Tangent of 28.47 feet and a Chord of 56.29 feet that bears S 75°47'22" W, being the Centerline of said Access Road;

Thence S 67°04'16" W, 298.14 feet, being the Centerline of said Access Road;

Thence 212.72 feet along a curve to the right with a Radius of 296.66 feet, a Central Angle of

41°05'00", a Tangent of 111.16 feet and a Chord of 208.19 feet that bears S 87°36'46" W, being the Centerline of said Access Road;

Thence N 71°50'44" W, 554.47 feet, being the Centerline of said Access Road;

Thence 71.37 feet along a curve to the right with a Radius of 278.59 feet, a Central Angle of 14°40'38", a Tangent of 35.88 feet and a Chord of 71.17 feet that bears N 64°30'25" W, being the Centerline of said Access Road;

Thence N 57°10'06" W, 18.29 feet, being the Centerline of said Access Road;

Thence 41.54 feet along a curve to the left with a Radius of 192.59 feet, a Central Angle of 12°21'30", a Tangent of 20.85 feet and a Chord of 41.46 feet that bears N 63°20'51" W, being the Centerline of said Access Road;

Thence N 69°31'36" W, 230.28 feet, being the Centerline of said Access Road;

Thence 228.15 feet along a curve to the left With a Radius of 597.06 feet, a Central Angle of 21°53'39", a Tangent of 115.48 feet and a Chord of 226.76 feet that bears N 80°28'26" W, being the Centerline of said Access Road;

Thence S 88°34'45" W, 361.48 feet, being the Centerline of said Access Road;

Thence 53.68 feet along a curve to the right with a Radius of 308.90 feet, a Central Angle of 9°57'24", a Tangent of 26.91 feet and a Chord of 53.61 feet that bears N 86°26'33" W being the Centerline of said Access Road;

Thence N 81°27'51" W, 421.03 feet, being the Centerline of said Access Road;

Thence 91.32 feet along a curve to the right with a Radius of 234.00 feet, a Central Angle of 22°21'34", a Tangent of 46.25 feet and a Chord of 90.74 feet that bears N 70°17'04" W being the Centerline of said Access Road;

Thence N 59°06'17" W, 64.03 feet, being the Centerline of said Access Road;

Thence 43.80 feet along a curve to the right with a Radius of 162.63 feet, a Central Angle of 15°25'55", a Tangent of 22.03 feet and a Chord of 43.67 feet that bears N 51°23'19" W, being the Centerline of said Access Road;

Thence N 43°40'22" W, 59.88 feet, being the Centerline of said Access Road;

Thence 61.08 feet along a curve to the left with a Radius of 118.34 feet, a Central Angle of 29°34'30", a Tangent of 31.24 feet and a Chord of 60.41 feet that bears N 58°27'37" W, being the Centerline of said Access Road;

Thence N 73°14'52" W, 32.04 feet, being the Centerline of said Access Road;

Thence 59.29 feet along a curve to the right with a Radius of 441.89 feet, a Central Angle of 7°41'14", a Tangent of 29.69 feet and a Chord of 59.24 feet that bears N 69°24'15" W, being the Centerline of said Access Road;

Thence N 65°33'38" W, 147.89 feet, being the Centerline of said Access Road;

Thence 176.90 feet along a curve to the left with a Radius of 340.84 feet, a Central Angle of 29°44'14", a Tangent of 90.49 feet and a Chord of 174.92 feet that bears N 80°25'45" W, being the Centerline of said Access Road;

Thence S 84°42'08" W, 163.72 feet, being the Centerline of said Access Road;

Thence 69.39 feet along a curve to the left with a Radius of 680.00 feet, a Central Angle of 5°50'49", a Tangent of 34.73 feet and a Chord of 69.36 feet that bears S 81°46'43" W, being the Centerline of said Access Road;

Thence S 78°51'19" W, 146.83 feet, being the Centerline of said Access Road;

Thence 48.38 feet along a curve to the right with a Radius of 350.00 feet, a Central Angle of 7°55'13", a Tangent of 24.23 feet and a Chord of 48.34 feet that bears S 82°48'55" W, being the Centerline of said Access Road;

Thence S 86°46'32" W, 87.51 feet, being the Centerline of said Access Road;

Thence 100.62 feet along a curve to the right with a Radius of 480.00 feet, a Central Angle of 12°00'38", a Tangent of 50.50 feet and a Chord of 100.44 feet that bears N 87°13'09" W, being the Centerline of said Access Road;

Thence N 81°12'50" W, 188.71 feet, being the Centerline of said Access Road;

Thence 65.87 feet along a curve to the right with a Radius of 509.75 feet, a Central Angle of 7°24'13", a Tangent of 32.98 feet and a Chord of 65.87 feet that bears N 77°30'43" W being the Centerline of said Access Road;

Thence N 73°48'37" W, 104.38 feet, being the Centerline of said Access Road;

Thence 125.07 feet along a curve to the right with a Radius of 170.83 feet, a Central Angle of 41°56'52", a Tangent of 65.49 feet and a Chord of 122.29 feet that bears N 52°50'11" W, being the Centerline of said Access Road;

Thence N 31°51'22" W, 340.20 feet, being the Centerline of said Access Road;

Thence 108.07 feet along a curve to the right with a Radius of 466.74 feet, a Central Angle of 13°15'57", a Tangent of 54.28 feet and a Chord of 107.83 feet that bears N 25°13'23" W being the Centerline of said Access Road;

Thence N 18°35'25" W, 352.00 feet, being the Centerline of said Access Road;

Thence 36.82 feet along a curve to the left with a Radius of 75.00 feet, a Central Angle of 28°07'36", a Tangent of 18.79 feet and a Chord of 36.45 feet that bears N 32°39'13" W, being the Centerline of said Access Road;

Thence N 46°43'01" W, 202.14 feet, being the Centerline of said Access Road;

Thence 98.05 feet along a curve to the left with a Radius of 160.00 feet, a central Angle of 35°06'42", a Tangent of 50.62 feet and a Chord of 96.52 feet that bears N 64°16'22" W, being the Centerline of said Access Road;

Thence N 81°49'43" W, 88.34 feet, being the Centerline of said Access Road;

Thence 98.02 feet along a curve to the right with a Radius of 200.00 feet, a Central Angle of 28°04'49", a Tangent of 50.01 feet and a Chord of 97.04 feet that bears N 67°47'18" W, being the Centerline of said Access Road;

Thence N 53°44'54" W, 629.07 feet, being the Centerline of said Access Road;

Thence 92.71 feet along a curve to the left with a Radius of 207.29 feet, a Central Angle of 25°37'33", a Tangent of 47.14 feet and a Chord of 91.94 feet that bears N 66°33'40" W, being the Centerline of said Access Road;

Thence N 79°22'27" W, 261.14 feet, being the Centerline of said Access Road;

Thence 110.39 feet along a curve to the right with a Radius of 62.06 feet, a Central Angle of 101°54'53", a Tangent of 76.53 feet and a Chord of 96.41 feet that bears N 28°25'01" W, being the Centerline of said Access Road;

Thence N 22°32'26" E, 342.42 feet, being the Centerline of said Access Road;

Thence 128.52 feet along a curve to the left with a Radius of 94.43 feet, a Central Angle of 77°58'54", a Tangent of 76.44 feet and a Chord of 118.83 feet that bears N 16°27'01" W, being the Centerline of said Access Road;

Thence N 55°26'28" W, 392.81 feet, being the Centerline of said Access Road;

Thence 83.57 feet along a curve to the left with a Radius of 468.60 feet, a Central Angle of 10°13'06", a Tangent of 41.90 feet and a Chord of 83.46 feet that bears N 60°33'01" W, being the Centerline of said Access Road;

Thence N 65°39'34" W, 145.68 feet, being the Centerline of said Access Road;

Thence 38.75 feet along a curve to the right with a Radius of 359.04 feet, a Central Angle of 6°11'00", a Tangent of 19.39 feet and a Chord of 38.73 feet that bears N 62°34'04" W, being the Centerline of said Access Road;

Thence N 59°28'34" W, 199.98 feet, being the Centerline of said Access Road;

Thence 60.25 feet along a curve to the left with a Radius of 333.34 feet, a Central Angle of 10°21'23", a Tangent of 30.21 feet and a Chord of 60.17 feet that bears N 64°39'16" W, being the Centerline of said Access Road;

Thence N 69°49'57" W, 250.83 feet, being the Centerline of said Access Road;

Thence 99.99 feet along a curve to the right with a Radius of 112.69 feet, a Central Angle of 50°50'25", a Tangent of 53.56 feet and a Chord of 96.75 feet that bears N 44°24'44" W, being the Centerline of said Access Road;

Thence N 18°59'32" W, 73.40 feet, being the Centerline of said Access Road;

Thence 97.99 feet along a curve to the left with a Radius of 90.93 feet, a Central Angle of

61°44'47", a Tangent of 54.37 feet and a Chord of 93.32 feet that bears N 49°51'56" W, being the Centerline of said Access Road;

Thence N 80°44'19" W, 133.50 feet, being the Centerline of said Access Road;

Thence 135.07 feet along a curve to the right with a Radius of 131.84 feet, a Central Angle of 58°41'52", a Tangent of 74.14 feet and a Chord of 129.24 feet that bears N 51°23'23" W, being the Centerline of said Access Road;

Thence N 22°02'27" W, 240.99 feet, being the Centerline of said Access Road;

Thence 77.18 feet along a curve to the left with a Radius of 93.89 feet, a Central Angle of 47°06'02", a Tangent of 40.92 feet and a Chord of 75.03 feet that bears N 45°35'28" W, being the Centerline of said Access Road;

Thence N 69°08'29" W, 119.41 feet, being the Centerline of said Access Road;

Thence 62.18 feet along a curve to the right with a Radius of 145.17 feet, a Central Angle of 24°32'27", a Tangent of 31.57 feet and a Chord of 61.71 feet that bears N 56°52'16" W, being the Centerline of said Access Road;

Thence N 44°36'02" W, 163.87 feet, being the Centerline of said Access Road;

Thence 43.65 feet along a curve to the right with a Radius of 431.50 feet, a Central Angle of 5°47'45", a Tangent of 21.84 feet and a Chord of 43.63 feet that bears N 41°42'10" W, being the Centerline of said Access Road;

Thence N 38°48'17" W, 112.83 feet, being the Centerline of said Access Road;

Thence 44.64 feet along a curve to the left with a Radius of 486.61 feet, a Central Angle of 5°15'20", a Tangent of 22.33 feet and a Chord of 44.62 feet that bears N 41°25'57" W being the Centerline of said Access Road;

Thence N 44°03'37" W, 111.15 feet, being the Centerline of said Access Road;

Thence 267.16 feet along a curve to the right with a Radius of 538.08 feet, a Central Angle of 28°26'50", a Tangent of 136.39 feet and a Chord of 264.42 feet that bears N 29°50'12" W, being the Centerline of said Access Road;

Thence N 15°36'47" W, 65.46 feet, being the Centerline of said Access Road;

Thence 78.79 feet along a curve to the left with a Radius of 102.55 feet, a Central Angle of 44°01'16", a Tangent of 41.45 feet and a Chord of 76.87 feet that bears N 37°37'25" W, being the Centerline of said Access Road;

Thence N 59°38'03" W, 25.49 feet, being the Centerline of said Access Road;

Thence 60.32 feet along a curve to the right with a Radius of 219.50 feet, a Central Angle of 15°44'40", a Tangent of 30.35 feet and a Chord of 60.13 feet that bears N 51°45'43" W, being the Centerline of said Access Road;

Thence N 43°53'23" W, 56.59 feet, being the Centerline of said Access Road;

Thence 67.92 feet along a curve to the left with a Radius of 245.98 feet, a Central Angle of 15°49'17", a Tangent of 34.18 feet and a Chord of 67.71 feet that bears N 51°48'01" W, being the Centerline of said Access Road;

Thence N 59°42'40" W, 154.45 feet, being the Centerline of said Access Road;

Thence 60.64 feet along a curve to the right with a Radius of 497.46 feet, a Central Angle of 6°59'02", a Tangent of 30.36 feet and a Chord of 60.60 feet that bears N 56°13'09" W, being the Centerline of said Access Road;

Thence N 52°43'38" W, 385.49 feet, being the Centerline of said Access Road;

Thence 63.37 feet along a curve to the right with a Radius of 145.42 feet, a Central Angle of 24°58'07", a Tangent of 32.20 feet and a Chord of 62.87 feet that bears N 40°14'35" W, being the Centerline of said Access Road;

Thence N 27°45'31" W, 48.69 feet, being the Centerline of said Access Road;

Thence 79.09 feet along a curve to the left with a Radius of 169.69 feet, a Central Angle of 26°42'14", a Tangent of 40.28 feet and a Chord of 78.37 feet that bears N 41°06'38" W, being the Centerline of said Access Road;

Thence N 54°27'45" W, 34.12 feet, being the Centerline of said Access Road;

Thence 118.97 feet along a curve to the right with a Radius of 360.06 feet, a Central Angle of 18°55'51", a Tangent of 60.03 feet and a Chord of 118.43 feet that bears N 44°59'50" W, being the Centerline of said Access Road;

Thence N 35°31'54" W, 102.17 feet, being the Centerline of said Access Road;

Thence 98.36 feet along a curve to the left with a Radius of 266.85 feet, a Central Angle of 21°07'10", a Tangent of 49.74 feet and a Chord of 97.80 feet that bears N 46°05'29" W, being the Centerline of said Access Road;

Thence N 56°39'04" W, 113.33 feet, being the Centerline of said Access Road; Thence 21.50 feet along a curve to the right with a Radius of 193.21 feet, a Central Angle of 6°22'30", a Tangent of 10.76 feet and a Chord of 21.49 feet that bears N 53°27'49" W, being the Centerline of said Access Road;

Thence N 50°16'34" W, 149.68 feet, being the Centerline of said Access Road;

Thence 44.52 feet along a curve to the left with a Radius of 83.51 feet, a Central Angle of 30°32'41", a Tangent of 22.80 feet and a Chord of 44.00 feet that bears N 65°32'55" W, being the Centerline of said Access Road;

Thence N 80°49'15" W, 44.17 feet, being the Centerline of said Access Road;

Thence 60.61 feet along a curve to the right with a Radius of 310.31 feet, a Central Angle of 11°11'25", a Tangent of 30.40 feet and a Chord of 60.51 feet that bears N 75°13'32" W, being the Centerline of said Access Road;

Thence N 69°37'50" W, 173.61 feet, being the Centerline of said Access Road;

Thence 62.71 feet along a curve to the right with a Radius of 86.08 feet, a Central Angle of 41°44'17", a Tangent of 32.82 feet and a Chord of 61.33 feet that bears N 48°45'41" W, being the Centerline of said Access Road;

Thence N 27°53'33" W, 137.83 feet, along the Centerline of said Access Road, to its current True Point of Ending, lying at a point just past a prominent fence line near the top of a saddle. From this point, the Southeast Corner of Section 30 lies S 50°32'12" E, 9677.00 feet distant.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **Fifty Six Thousand Eighty Dollars, \$56,080.00** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **November 01, 2020**.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums in the rate therein provided. Provided, however, that the making of such further loan, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.
 - A. To protect the security of this Deed of Trust, Grantor agrees:
 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
 4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
 5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.
 6. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, 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 its 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 thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the

note rate; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

HK Grazing Management, LLC, an Idaho
limited liability company

By: _____

Name: Dave Konrad

Title: Member

STATE OF Idaho)
ss.
COUNTY OF Blaine)

On this 12th day of April, 2017, before me, a Notary Public in and for said State, personally appeared **Dave Konrad**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **HK Grazing Management, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Notary Public of Idaho

Residing at: _____

Commission Expires: 12/27/2018

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

_____, Idaho _____, 20 ____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to _____.

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____ By: _____

_____ By: _____

Telephone _____

DUE-ON-SALE OR DEED OF TRUST CLAUSE RIDER ATTACHED TO DEED OF TRUST DATED April 26, 2017, BETWEEN HK Grazing Management, LLC, AS GRANTORS, First American Title, AS TRUSTEE, AND Edward R. Rablin and Jennifer D. Rablin, husband and wife, as BENEFICIARIES.

DUE-ON-SALE CLAUSE RIDER

THIS RIDER made April 26, 2017, and is incorporated into, and shall be deemed to amend and supplement the Deed of Trust of the same date given by the undersigned Grantor to secure a Note to the Beneficiary of the same date and covering the property described in said Deed of Trust.

IN ADDITION to the covenants and agreements in the Deed of Trust, Grantor and Beneficiary further consent and agree that said Deed of Trust shall contain the following:

- A. If all or any part of the property, or an interest therein, is sold, assigned, leased or transferred by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent or by operation of law upon the death of one of the owners, or (b) the grant of any leasehold interest of one year or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. In addition, the Grantors agree to pay to the Beneficiary as a penalty the sum of \$N/A. Beneficiary shall have the right to waive such penalty and or option to accelerate if, prior to the sale or transfer.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sum's declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted herein.

Grantors:

HK Grazing Management, LLC, an Idaho
limited liability company

By: _____

Name: Dave Konrad

Title: Member

STATE OF Idaho)
ss.
COUNTY OF Blaine)

On this 24 day of April, 2017, before me, a Notary Public in and for said State, personally appeared **Dave Konrad**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **HK Grazing Management, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Rustin Miller
Notary Public of Idaho
Residing at: Hailey, ID
Commission Expires: 12/24/2018



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 5, 2017

HK GRAZING MANAGEMENT LLC
PO BOX 4464
KETCHUM ID 83340

EDWARD & JENNIFER RABLIN
PO BOX 671
FAIRFIELD ID 83327

RE: Change of Ownership and Notice of Security Interest in a Water Right for Water Right Nos. 37-22977

Dear Water Right Holders and Party Holding a Security Interest:

The department acknowledges receipt of correspondence changing ownership of and adding a security interest holder to the above referenced water rights. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: First American Title Co. (630281GO)

RECEIVED

MAY 01 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION



First American Title Company
301 Main Street, Gooding, ID 83330
Phone (208)934-4427 Fax (208)934-4741

IDWR
650 Addison Ave W. Ste. 500
Twin Falls, ID 83301

April 27, 2017
File No.: 630281GO (smb)

Attn:

Re:

Property: **Bare Land, Fairfield, ID 83327**
Buyer: **HK Grazing Management, LLC**
Seller: **Edward R. Rablin and Jennifer D. Rablin**

- Our Check No. **7782** in the amount of **\$50.00**, representing **Water Transfer Fee and Lienholder Water Fee.**
- Notice of Change in Water and Notice of Security in Water Right
- Copy of Warranty Deed
- Map

Sincerely,

Susan Bolton,
Escrow Officer

smb/ca