

RECEIVED

MAR 01 2017

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

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

| 1. Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|--------------------------|-----------------------|-----------------------|-----------------------|
| 43-2328                  | 43-4229               |                       |                       |
| 43-2369                  |                       |                       |                       |
| 43-2427                  |                       |                       |                       |
| 43-2544                  |                       |                       |                       |
| 43-4207                  |                       |                       |                       |

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

Roger L. Crane

2046 East 600 South

Declo, ID 83323

Phone

Email

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

ADTD Farms, LLC, an Idaho limited liability company

5. Expiration Date of Notification Period

February 21, 2037

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

SUPPORT DATA

IN FILE # 43-2328

## For Office Use Only

Received by

Date

Receipt No.

Fee

Processed by AJ

Date

WR

Date

PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP  
LAWYERS  
BURLEY, IDAHO

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

CASSIA COUNTY  
RECORDED FOR:  
TITLEONE - BURLEY  
02:24:47 PM 02-21-2017  
2017-000747  
NO. PAGES: 7 FEE: \$28.00  
JOSEPH W. LARSEN  
COUNTY CLERK  
DEPUTY: CVELASQUEZ  
Electronically Recorded by Simplifile

MORTGAGE

MORTGAGE, made this 21<sup>st</sup> day of February, 2017, by ADTD FARMS, LLC,  
an Idaho limited liability company, of 246 East 300 South, Burley, Idaho 83318, ("Mortgagor"),  
and ROGER CRANE, of 2046 East 600 South, Declo, Idaho 83323, ("Mortgagee").

WITNESSETH:

The Mortgagor, for and in consideration of the sum of \$2,941,000.00 owing as  
evidenced by the Promissory Note executed simultaneously herewith, and other good and  
valuable consideration, herein receipted for but not recited, in lawful money of the United States  
of America, receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed,  
assigned, transferred, set over and mortgaged unto the Mortgagee, the successors and assigns of  
Mortgagee, the real estate described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

AND TOGETHER with all and singular the improvements thereon and all water and  
water rights, including, but not limited to those identified on Exhibit "B" attached hereto, and all  
other rights and privileges owned by the Mortgagor or belonging to, or with, leading to,  
connected with or usually had or enjoyed in connection with the real estate or any part thereof,  
whether or not hereinabove expressly mentioned or described and all and singular the  
tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining  
and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, the foregoing described real property, to the

**MORTGAGE**

MORTGAGE, made this 21<sup>st</sup> day of February, 2017, by ADTD FARMS, LLC, an Idaho limited liability company, of 246 East 300 South, Burley, Idaho 83318, ("Mortgagor"), and ROGER CRANE, of 2046 East 600 South, Declo, Idaho 83323, ("Mortgagee").

**WITNESSETH:**

The Mortgagor, for and in consideration of the sum of \$2,941,000.00 owing as evidenced by the Promissory Note executed simultaneously herewith, and other good and valuable consideration, herein receipted for but not recited, in lawful money of the United States of America, receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, assigned, transferred, set over and mortgaged unto the Mortgagee, the successors and assigns of Mortgagee, the real estate described as follows:

**See Exhibit "A" attached hereto and by this reference made a part hereof.**

AND TOGETHER with all and singular the improvements thereon and all water and water rights, including, but not limited to those identified on Exhibit "B" attached hereto, and all other rights and privileges owned by the Mortgagor or belonging to, or with, leading to, connected with or usually had or enjoyed in connection with the real estate or any part thereof, whether or not hereinabove expressly mentioned or described and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, the foregoing described real property, to the

1  
2 Mortgagees, their successors, heirs and assigns.

3           This is a purchase money mortgage given to secure the payment of a certain  
4 Promissory Note bearing even date herewith in the principal sum due and owing in the amount  
5 of \$2,941,000.00, made, executed and delivered by the Mortgagor, as Maker to the Mortgagee,  
6 as Payee, by which said note the Mortgagor promises and agrees to pay to the Mortgagee, or  
7 order of Mortgagee, the outstanding principal of the note in the sum of \$2,941,000.00, lawful  
8 money of the United States of America plus accruing interest. The note shall be due and payable  
9 pursuant to its terms, subject to the acceleration of maturity as provided in the note and together  
10 with all costs, disbursements, late fees, and attorney fees as may become due and payable  
11 thereunder. The interest or payments may be indexed, increased or decreased and may be  
12 extended or shortened in terms of payment by agreement of the parties without affecting priority  
13 of this mortgage.  
14

15           NOW, THEREFORE, if the Mortgagor shall pay all and every sum of money  
16 specified in the note, and shall in all respects fully carry out and comply with the covenants set  
17 forth and enumerated herein and in the note, this conveyance shall be void. But on the other  
18 hand, if the Mortgagor shall fail to pay any of the sums of money as specified, or any taxes,  
19 assessments or other charges of any nature whatsoever due or to become due on the property or  
20 in any other respect shall fail to comply with any of the covenants and agreements herein or in  
21 the note then so often as the failure of payment or breach of the covenant shall occur, or in the  
22 event of actual or impending bankruptcy or in the insolvency of the Mortgagor, or of the persons  
23 included in the term "Mortgagor," the Mortgagee may at any time thereafter declare the whole of  
24 the principal sum or so much thereof as at the time of such declaration may remain unpaid,  
25 together with all unpaid principal and together with interest accrued thereon together with all  
26

1  
2 sums paid by the Mortgagee under any agreement contained in the Mortgage to be at once due  
3 and payable and the Mortgagee may at any time after such failure of payment or breach of the  
4 covenant as aforesaid, proceed to foreclose this Mortgage and to compel payment in the full  
5 amount due and payable.

6 The Mortgagor has covenanted, agreed, and represented, and does hereby  
7 covenant, agree and represent to and with the Mortgagee as follows:  
8

9 1. The Mortgagor has valid and unencumbered title in fee simple to the real  
10 estate above described, and they are the lawful owners and in possession of said real estate and  
11 that the Mortgagor have the right to convey or mortgage all of the property; the Mortgagor will  
12 not suffer or permit the property to become subject to any lien or encumbrance that shall have  
13 precedence over this mortgage; the Mortgagor does warrant and will defend the title against the  
14 Mortgagee and against all claims and demands of all persons whomsoever and that the  
15 Mortgagor will pay all such sums of money specified in the note, promptly as they become due,  
16 and all taxes, assessments and other charges that may be levied or assessed against the real estate  
17 all taxes that may be levied or assessed against this Mortgage given by the Mortgagor in  
18 connection herewith or to the holder of this Note on account thereof when the same shall become  
19 due and payable.  
20

21 2. If necessary, the Mortgagor agrees to do all things necessary to perfect and  
22 file for water rights on the property.  
23

24 3. In the event any part of the property herein described is condemned or taken  
25 by any governmental entity, any award made therein to any person or persons shall be paid to the  
26 Mortgagee and the Mortgagee shall have the option of applying such award or any part of it to  
any obligation secured hereby and releasing any balance not so applied to the person or persons

1  
2 to whom such award is made.

3 4. Mortgagor shall pay all real estate taxes, levies and assessments that may be  
4 taxed, levied and assessed against the property during the term of this mortgage. If the  
5 Mortgagor shall fail to make such payments the Mortgagee may do so and any sums so advanced  
6 shall be secured by this mortgage together with interest thereon at the rate of 4.0% per annum.  
7

8 5. This is a purchase money mortgage to be construed according to the laws of  
9 the State of Idaho.

10 6. The Mortgagor shall keep the mortgaged property free and clear of all liens  
11 and encumbrances that have preference over Mortgagee without the written consent of the  
12 Mortgagee.

13 7. Time is of the essence of this mortgage.

14 8. This mortgage shall be binding upon the Mortgagor, the heirs, successors and  
15 assigns of Mortgagor.  
16

17 9. The Mortgagor shall not transfer or sell any interest in and to the property  
18 without the written consent of the Mortgagee and subject to the Right of First Refusal executed  
19 simultaneously herewith. The Mortgagee agrees not to unreasonably withhold its consent. If  
20 the property is transferred or sold without the consent of Mortgagee, all outstanding obligations  
21 due and owing under the note shall be immediately due and payable in full.  
22

23 10. The Mortgagor shall not allow any deposits to be made on the real estate of  
24 any toxic waste substance or hazardous substance as the same are defined by law.

25 11. The lien of this mortgage shall not be affected by the renegotiation or  
26 adjustment of the interest rate or the number of periodic payments to be made in accordance with  
Idaho Code § 45-116.

12. Mortgagor shall be allowed to combine the place of use of water rights, but in the event of default on the Mortgage and Promissory Note, the place of use shall revert to its original location

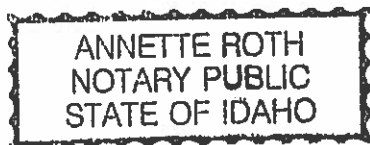
IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage the day and year first above written.

ADTD FARMS, LLC

BY: Dave Seratt  
ITS: member

STATE OF IDAHO )  
County of Cassia ) ss

On this 21 day of February, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Seratt, known or identified to me to be the member of ADTD FARMS, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Annette Roth  
Notary Public for Idaho  
Residing at Rupert, Id  
My commission expires on 8-4-2017

## Exhibit A

PARCEL NO. 1:  
TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 14: SW¼

PARCEL NO. 2:  
TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 14: SE¼

EXCEPTING that part deeded to the State of Idaho for Highway purposes.

ALSO EXCEPTING that part lying North and East of Interstate Highway.

PARCEL NO. 3:  
TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 15: SE¼

EXCEPTING that portion deeded to the State of Idaho for Highway purposes.

ALSO EXCEPTING that part of the SW¼SE¼, more particularly described as follows:

Beginning at the SW Corner of the SE¼ said corner marked by a 5/8 inch rebar with a 3 inch Cassia County Survey Cap; Thence South 89°45'13" East for a distance of 74.02 feet to a ½ inch rebar, which shall be the Point of Beginning;  
Thence North 00°04'30" West along the east right-of-way of State Highway 81 for a distance of 376.30 feet;  
Thence North 00°04'43" West continuing along said right-of-way for a distance of 488.19 feet to a ½ inch rebar;  
Thence South 42°34'28" East for a distance of 576.80 feet;  
Thence South 89°45'13" East for a distance of 62.07 feet;  
Thence South 00°14'47" West for a distance of 30.00 feet;  
Thence North 89°45'13" West for a distance of 34.27 feet to a ½ inch rebar;  
Thence South 09°36'44" East for a distance of 155.27 feet to a ½ inch rebar;  
Thence South 59°31'43" East for a distance of 513.37 feet to a ½ inch rebar;  
Thence North 89°45'13" West for a distance of 885.14 feet to the Point of Beginning.

PARCEL NO. 4:  
TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 22: NE¼ and N½SE¼

EXCEPTING that portion deeded to the State of Idaho for highway purposes.

ALSO EXCEPTING that part of the NW¼NE¼, more particularly described as follows:

Beginning at the North ¼ Corner of Section 22, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap; Thence South 89°45'13" East along the north line of Section 22 for a distance of 74.02 feet to a ½ inch rebar on the easterly right-of-way of State Highway 81 which shall be the Point of Beginning;  
Thence South 89°45'13" East along the north line of Section 22 for a distance of 825.48 feet to a ½ inch rebar;  
Thence South 57°14'08" West for a distance of 514.00 feet to a ½ inch rebar;  
Thence South 38°22'03" West for a distance of 402.80 feet to a ½ inch rebar;

Thence South 67°49'27" West for a distance of 153.74 feet to a ½ inch rebar on the easterly right-of-way of State Highway 81;  
Thence North 00°04'30" West along said right-of-way for a distance of 655.57 feet to the Point of Beginning.

PARCEL NO. 5:  
TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 22: S½SE¼

EXCEPTING that portion deeded to the State of Idaho for highway purposes.

ALSO EXCEPTING the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of Section 22 said corner marked by a U.S. GLO iron pipe with brass cap on top which shall be the Point of Beginning;  
Thence North 89°49'22" West along the south line of Section 22 for a distance of 371.92 feet;  
Thence North 00°03'19" West for a distance of 31.06 feet to a ½ inch rebar;  
Thence North 00°03'19" West for a distance of 327.22 feet to a ½ inch rebar;  
Thence along a non-tangent curve to the left for a distance of 623.95 feet to a ½ inch rebar, said curve having a radius of 1325.95 feet, a delta angle of 26°57'42", and a long chord bearing of North 34°11'38" East for a distance of 618.21 feet;  
Thence North 89°56'41" East for a distance of 24.00 feet to a ½ inch rebar on the east line of Section 22;  
Thence South 00°03'19" East along said section line for a distance of 870.80 feet to the Point of Beginning;

Tract No. 2:

Beginning at the Southeast corner of Section 22 said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence North 89°49'22" West along the south line of Section 22 for a distance of 371.92 feet to the Point of Beginning;  
Thence North 89°49'22" West along said section line for a distance of 554.37 feet;  
Thence North 00°10'38" East for a distance of 31.78 feet to a ½ inch rebar;  
Thence North 00°10'38" East for a distance of 23.22 feet to a ½ inch rebar;  
Thence along a non-tangent curve to the left for a distance of 636.73 feet to a ½ inch rebar, said curve having a radius of 1325.95 feet, a delta angle of 27°30'50", and a long chord bearing of North 61°25'54" East for a distance of 630.63 feet;  
Thence South 00°03'19" East for a distance of 327.22 feet to a ½ inch rebar;  
Thence South 00°03'19" East for a distance of 31.06 feet to the Point of Beginning.

Tract No. 3:

Beginning at the South ¼ Corner of Section 22 said corner marked by a U.S. GLO iron pipe with brass cap; Thence South 89°50'06" East along the south line of Section 22 for a distance of 111.60 feet to the easterly right-of-way of State Highway 81 which shall be the Point of Beginning;  
Thence North 00°03'46" West along the easterly right-of-way of State Highway 81 for a distance of 25.00 feet to a ½ inch rebar;  
Thence North 00°03'46" West along said right-of-way for a distance of 1005.19 feet to a ½ inch rebar;  
Thence North 89°56'14" East for a distance of 25.00 feet to a ½ inch rebar;  
Thence along a non-tangent curve to the left for a distance of 1465.30 feet to a ½ inch rebar, said curve having a radius of 1319.80, a delta angle of 63°36'45", and a long chord bearing of South 45°02'06" East for a distance of 1391.20 feet;  
Thence South 00°09'54" West for a distance of 25.00 feet to a ½ inch rebar;  
Thence South 00°09'54" West for a distance of 25.00 feet to the south line of Section 22;  
Thence North 89°50'06" West along said line for a distance of 1008.06 feet to the Point of Beginning.