

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 14 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

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

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JUL 18 2016

WATER RESOURCES
WESTERN REGION

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): 67-4472

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) Cody David E. Stubblefield

5. Expiration Date of Notification Period 06-09-2036

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Jina Harnar

Loan Processor

For Office Use Only

Received by DM

Received by DM

Processed by DM

Date

Date

Date

7/14/2016

7/14/2016

7/26/16

Fee

Receipt No.

WR

Date

\$25 -

5035596

Instrument # 231080

STATE OF IDAHO, COUNTY OF WASHINGTON

6-23-2016 11:46:00 AM No. of Pages: 10

Recorded for : WASHINGTON COUNTY TITLE

BETTY J THOMAS Fee: 37.00

Ex-Officio Recorder Deputy *Mona McConnell*

Index to: MORTGAGE

RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

SEND TAX NOTICES TO:

Cody D E Stubblefield
10404 Highway 20/26
Caldwell, ID 83605

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 23, 2016, among Cody D E Stubblefield, an unmarried individual ("Grantor"); D. L. Evans Bank, whose address is Nampa Branch, 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Washington County Title Company, whose address is 35 West Idaho, Weiser, ID 83672 (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 Washington County, State of Idaho:

Refer to Exhibit "A" hereto and made apart hereof

Water Right No. 67-4472 with a claimed priority of June 1, 1958 to 0.73 cfs of irrigation waters of the Weiser River, a tributary of the Snake River 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 TBD Highway 95, Weiser, ID 83672. The Real Property tax identification number is RP10N05W050660, RP11N05W328450. ✓

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 at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT 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.

RECEIVED
JUL 5 2016
BY: _____

Order No. 216-176

EXHIBIT "A"

IN WASHINGTON COUNTY, IDAHO:

Parcel 1

A parcel of land situated within the SW1/4 SE1/4 and Government Lot 1 of Section 32, Township 11 North, Range 5 West, Boise, Meridian, more particularly described as follows:

Beginning at the southeast corner of the SW1/4 SE 1/4 of Section 32, T.11N., R5W., B.M.:

Thence West, a distance of 40.00 feet along the south line of said SW1/4 SE1/4 to a point on the westerly right-of-way line of U.S. Highway 95, which point is the TRUE POINT of BEGINNING;

Thence continuing West, a distance of 1280.00 feet along the south line of said SW1/4 SE 1/4 to the southwest corner of said SW1/4 SE1/4;

Thence continuing West, a distance of 176.42 feet to a point on the northeasterly right-of-way boundary of the Oregon Short Line Railroad;

Thence N 37°28'24"W, a distance of 370.78 feet along the northeasterly right-of-way boundary of said Oregon Short Line Railroad to a point on the southerly bank of the Weiser River;

Thence leaving said northeasterly Railroad right-of-way boundary and traversing said southerly bank of the Weiser River as follows S 89°13'22"E, a distance of 180.17 feet; Thence N 71° 50' 26"E, a distance of 232.49 feet; Thence N 41°08'14"E, a distance of 419.17 feet; Thence N 33°37'33"E a distance of 300.67 feet, Thence N 47° 25'30"E, a distance of 448.98 feet; Thence N 60°35'32"E, a distance of 44.47 feet;

Thence leaving said southerly bank and running S 5°06'46"E, a distance of 687.45 feet; Thence West, parallel to the south line of said SE1/4 SE1/4, a distance of 35.00 feet; Thence S 2°32'53"E, a distance of 210.00 feet; Thence S 0°58' 23"E, a distance of 137.44 feet; Thence S 0°21'00"E, a distance of 162.50 feet; Thence East, a parallel to the south line of said SE1/4 SE1/4, a distance of 430.00 feet to a point on the westerly right-of-way line of said U.S. Highway 95;

Thence S 0°21'00"E, a distance of 61.50 feet along the westerly right-of-way line of said U.S. 95 to the TRUE POINT OF BEGINNING.

Order No. 216-176

Parcel 2

A parcel of land situated within the Government Lots 2 and 3 of the Section 5, Township 10 North, Range 5 West, Boise Meridian, more particularly described as follows;

Beginning at the northeast corner of the Government Lot 2 of Section 5, T.10N, R.5W., B.M.;

Thence West, a distance of 40.00 feet along the north line of said Government Lot 2 to a point on the westerly right-of-way line of U.S. Highway 95, which point is the TRUE POINT OF BEGINNING;

Thence S 0°21'00" E, a distance of 322.00 feet along said westerly right-of-way line of U.S. Highway 95;

Thence West, parallel to the north line of said Government Lot 2, a distance of 1148.54 feet to a point on the northeasterly right-of-way boundary of the Oregon Short Line Railroad;

Thence N 37°28'24"W, a distance of 405.72 feet along the northeasterly right-of-way boundary of said Oregon Short Line Railroad;

Thence East , a distance of 176.42 feet to the northwest corner of the said Government Lot 2;

Thence continuing East, a distance of 1280.00 feet along the north line of said Government Lot 2 to the TRUE POINT OF BEGINNING.

Order No. 216-176

Parcel 3

A parcel of land situated within the Government Lot 2 of Section 5, Township 10 North, Range 5 West, Boise Meridian, more particularly described as follows;

Beginning at the northeast corner of Government Lot 2 of Section 5, T.10N., R. 5W., B.M.;

Thence West , a distance of 40.00 feet along the north line of said Government Lot 2 to a point on the westerly right-of-way line of U.S. Highway 95;

Thence S $0^{\circ}21'00''$ E, a distance of 322.00 feet along said westerly right-of-way line of U.S. Highway 95 to the TRUE POINT OF BEGINNING;

Thence West, parallel to the north line of said Government Lot 2, a distance of 1148.54 feet to a point on the northeasterly right-of-way boundary of the Oregon Short Line Railroad;

Thence S $37^{\circ}28'24''$ E, a distance of 876.27 feet along the northeasterly right-of-way boundary of said Oregon Short Line Railroad;

Thence East, parallel to the north line of said Government Lot 2, a distance of 400 feet, more or less, to a point on the northwesterly bank of a certain ditch;

Thence northeasterly along the northwesterly bank of said ditch to a point on the westerly right-of-way line of U.S. Highway 95;

Thence N $0^{\circ}21'00''$ W, a distance of 322 feet, more or less, along the westerly right-of-way line of said U.S. Highway 95 to the TRUE POINT OF BEGINNING.

Order No. 216-176

Parcel 4

A parcel of land situated within Government Lot 2 and the SW1/4 NE1/4 of Section 5, Township 10 North, Range 5 West, Boise Meridian, more particular described as follows:

Beginning at the northeast corner of Government Lot 2 of Section 5, T.10N., R.5W., B.M.;

Thence West, a distance of 40.00 feet along the north line of said Government Lot 2 to a point on the westerly right-of-way line of U.S. Highway 95;

Thence S 0°21'00"E, a distance of 644 feet, more or less, along said westerly right-of-way line of U.S. Highway 95 to the TRUE POINT OF BEGINNING on the northwesterly bank of a certain ditch;

Thence continuing S 0°21'00"E, a distance of 591.51 feet, more or less, along said westerly right-of-way of U.S. Highway 95, to a point of curvature;

Thence along the westerly right-of-way of said U.S. Highway 95 a distance of 137.31 feet along the arc of a 1950.00 foot radius curve left, with a central angle of 4°02'04", and a long chord bearing S 2°22'02"E - 137.28 feet;

Thence S 89°45'43"W, a distance of 384.65 feet to a point on the northeasterly right-of-way boundary of the Oregon Short Line Railroad;

Thence N 37°28'24"W, a distance of 49.59 feet along the northeasterly right-of-way boundary of said Railroad to a point on the south line of said Government Lot 2;

Thence East a distance of 31.50 feet along the south right-of-way boundary of said Railroad and the south line of said Government Lot 2;

Thence N 37°28'24"W, a distance of 400.00 feet along the northeasterly right-of-way boundary of said Railroad;

Thence East, parallel to the north line of said Government Lot 2, a distance of 400.00 feet, more or less, to a point on the northwesterly bank of said certain ditch;

Thence northeasterly along the northwesterly bank of said ditch to the TRUE POINT OF BEGINNING.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 26, 2016

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Notice of Security Interest for Water Right No. 67-4472

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water rights to you. The Department has modified its records to reflect the change in security interest for the water rights, and has enclosed computer-generated reports for your records.

At this time, the Department has not received a Notice of Change in Water Right Ownership application from Cody David E Stubblefield who is listed as the owner of the water right on the Security Interest. Until an ownership change is submitted to the Department, ownership cannot be changed.

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.

Please note that as of July 1, 1996, 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 at www.idwr.idaho.gov.

Please feel free to contact this office at 208-334-2190 if you have any questions regarding this matter.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Cc: ROBERT D ADAMS
PO BOX 11
WEISER ID 83672

ANGELA A ADAMS
3720 CROSS RD
LIVERMORE CA 94550