

RECEIVED

MAR 14 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT 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**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): 47-15248, 47-15249

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 BankP.O. Box 87Twin Falls, ID 833034. Name of Water Right Owner/Claimant(s)
Lancaster Properties II, LLC

5. Expiration Date of Notification Period 12-20-2035

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

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

Justin Willis - Commercial Loan Officer

SUPPORT DATA

IN FILE # 47-15248

For Office Use Only

Received by DMDate 3.14.2016Fee \$50-Received by DMDate 3.14.2016Receipt No. 5035329

Processed by _____

Date _____

WR _____ Date _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

SEND TAX NOTICES TO:

Lancaster Properties, LLC
Lancaster Properties II, LLC
1154 Addison Avenue West
Twin Falls, ID 83301

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
02:38:54 PM 12-31-2015
2015022852
NO. PAGES 9 FEE: \$34.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

681696
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated December 16, 2015, is made and executed between Lancaster Properties II, LLC (Parcels No. 1, 2, 3 and 4) and Lancaster Properties, LLC (Parcel No. 5) (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 87, 906 Blue Lakes Blvd. N., Twin Falls, ID 83301 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Twin Falls County, State of Idaho:

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

Together with 120.00 shares of the capital stock of the Twin Falls Canal Company Certificate No. 40973, together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with 50.00 shares of the capital stock of the Twin Falls Canal Company Certificate No. 42492, together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with the water rights represented by Idaho Department of Water Resources Water Right No. 47-15248 with a claimed priority of December 31, 1929 to 0.4 CFS of Irrigation and 0.04 CFS of Domestic from Springs and Unnamed Streams, a tributary of the Mud Creek, Water Right No. 47-15249 with a claimed priority of December 31, 1926 to 0.7 CFS of Irrigation Water of Unnamed Stream, a tributary of the Mud Creek, Water Right No. 47-17473 with a claimed priority of June 1, 1940 to 0.78 CFS of Irrigation Water of Waste Water, a tributary of the Snake River and Water Right No. 47-17474 with a claimed priority of August 26, 1935 to 0.43 CFS of Irrigation Water of Waste Water, a tributary of the Snake River together with any and all other water rights and ditch rights appurtenant to the above described premises.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES, ESPECIALLY BUT NOT LIMITED TO PUMPS, PIPE, CASING, MOTOR AND ELECTRICAL PANELS AND ACCESSORIES TO EACH, DESCRIBED AS FOLLOWS: 1991 9 TOWER ZIMMATIC PIVOT AND IRRIGATION EQUIPMENT AND 7 TOWER ZIMMATIC PIVOT SERIAL NO. LC5045.

The Real Property or its address is commonly known as See Legal Description, Buhl, ID 83316. The Real Property tax identification number is (Parcel: 1, 2, 3 and 4) RP09S14E237800, RP09S14E234800, RP09S14E231210, RP09S14E231250, (Parcel 5) RP09S14E056010, RP09S14E082400.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage 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 Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage 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).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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.

Duty to Maintain. Grantor shall maintain the Property in tenable 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





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

March 15, 2016

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

Re: Notice of Security Interest in a Water Right for Water Right 47-15248, 47-15249

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

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 owners 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 on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

cc: Lancaster Properties II LLC