

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED DE✓

JUN 11 2015

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): 37-22014, 37-22015

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)

The Muldoon Ranch Co., LLC

5. Expiration Date of Notification Period 02-20-2035

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

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

Loan Officer**For Office Use Only**

Received by _____	Date _____	Fee _____
Receipted by _____	Date 6-11-15	Receipt No. C100594
Processed by _____ AJ	Date _____	WR Jph Date 9-30-15

SUPPORT DATA

IN FILE # 37-22014

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:

The Muldoon Ranch Co, LLC
P. O. Box 43
Jerome, ID 83338

15246200

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

MORTGAGE

THIS MORTGAGE dated April 6, 2015, is made and executed between The Muldoon Ranch Co, LLC; an Idaho limited liability company (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 Blaine County, State of Idaho:

TOWNSHIP 2 North RANGE 20 East, Boise MERIDIAN, Blaine County, Idaho

Section 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 12: SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 13: NW $\frac{1}{4}$; S $\frac{1}{2}$ NE; N $\frac{1}{2}$ S $\frac{1}{2}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 14: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 2 North RANGE 21 East, Boise MERIDIAN, Blaine County, Idaho

Section 6: E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 6 & 7
Section 7: NE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; Lot 1; NW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 8: S $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$
Section 9: SW $\frac{1}{4}$ SW $\frac{1}{4}$; That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, known as Tax Lot 7770, more particularly described as follows:

Beginning at a Government brass cap marker at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 89°13'49" West, a distance of 1,168.07 feet along the Southerly boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the center of Muldoon Road; thence

Northeasterly along the center of said Muldoon Road the following courses and distances:

North 46°57'02" East, a distance of 103.92 feet; thence
North 43°55'29" East, a distance of 552.48 feet; thence
North 43°23'12" East, a distance of 352.09 feet; thence
North 45°36'46" East, a distance of 282.56 feet; thence
North 47°57'04" East, a distance of 184.78 feet; thence
North 50°58'02" East, a distance of 180.59 feet to the Easterly boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence
South 00°37'35" West, a distance of 1,144.25 feet along the Easterly boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

Section 10: That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, known as Tax Lot 7768, more particularly described as follows: Beginning at a Government brass cap marker at the Northwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 00°37'35" West, a distance of 1,305.38 feet to the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 89°29'42" East, a distance of 213.70 feet along the Southerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the center of Muldoon Road and the TRUE POINT OF BEGINNING; thence

Along the center of said Muldoon Road the following courses and distances:

North 52°09'57" East, a distance of 219.26 feet; thence
North 51°01'32" East, a distance of 588.14 feet; thence
North 53°00'46" East, a distance of 309.38 feet; thence
North 51°20'58" East, a distance of 310.22 feet to the Easterly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
South 00°09'05" West, a distance of 894.14 feet along the Easterly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
North 89°29'42" West, a distance of 1,117.47 feet along the Southerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the TRUE POINT OF BEGINNING;

That portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, known as Tax Lot 7769, more particularly described as follows:

Beginning at a Government brass cap marking the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 00°37'35" East, a distance of 1,144.25 feet along the Westerly boundary of SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the center of Muldoon Road; thence
North 53°31'59" East, a distance of 267.91 feet along the center of said Muldoon Road to the Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
South 89°29'42" East, a distance of 1,117.47 feet along the Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Northeast corner thereof; thence
South 00°09'05" West, a distance of 1,307.71 feet to the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
North 89°23'48" West, a distance of 1,342.01 feet along the Southerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the TRUE POINT OF BEGINNING;

That portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, known as Tax Lot 7771, more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of said Section 10; thence South 89°35'43" East, a distance of 1,704.60 feet along the Northerly boundary of said Section 10 to the center of Muldoon Road and the TRUE POINT OF BEGINNING; thence
South 89°35'43" East, a distance of 936.08 feet along the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence
South 00°19'19" East, a distance of 310.13 feet to the Southeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence
North 89°29'42" West, a distance of 1,331.17 feet to the Southwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence
South 00°09'05" East, a distance of 894.14 feet along the Westerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to the center of said Muldoon Road; thence
Northeasterly along the center of said Muldoon Road the following courses and distances:
North 50°36'10" East, a distance of 139.95 feet; thence
North 43°31'49" East, a distance of 82.74 feet; thence
North 39°02'58" East, a distance of 301.56 feet; thence

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North 47°21'05" East, a distance of 41.09 feet to the TRUE POINT OF BEGINNING.

W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 11: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 14: W $\frac{1}{2}$ NW $\frac{1}{4}$

Section 15: NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 16: NW $\frac{1}{4}$

Section 17: W $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$

Section 18: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 1, 2 & 3;

E $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPT that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 18; thence

South 35°16' West, 777 feet to the TRUE POINT OF BEGINNING; thence

South 31°20' East, 200 feet; thence

South 58°40' West, 435.60 feet; thence

North 31°20' West, 200 feet; thence

North 58°40' East, 435.60 feet to the TRUE POINT OF BEGINNING.

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 22: W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES; WATER RIGHT NO. 37-1005 WITH A CLAIMED PRIORITY OF APRIL 1, 1886 TO 1.4 CFS OF IRRIGATION WATER OF THE WATERS OF SPRING CREEK, A TRIBUTARY OF MULDOON CREEK, WATER RIGHT NO. 37-1046C WITH A CLAIMED PRIORITY OF APRIL 1, 1885 TO 1.51 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-1048A WITH A CLAIMED PRIORITY OF APRIL 1, 1884 TO 2 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-1051 WITH A CLAIMED PRIORITY OF APRIL 1, 1888 TO 2 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-1139 WITH A CLAIMED PRIORITY OF JUNE 1, 1919 TO 7 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-1142 WITH A CLAIMED PRIORITY OF MAY 15, 1910 TO 2 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-2007 WITH A CLAIMED PRIORITY OF August 28, 1904 TO 0.8 CFS OF IRRIGATION WATER AND .04 CFS OF DOMESTIC WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-2243A WITH A CLAIMED PRIORITY OF AUGUST 8, 1912 TO 4.21 CFS OF IRRIGATION WATER OF GROUND WATER, WATER RIGHT NO. 37-2247 WITH A CLAIMED PRIORITY OF AUGUST 22, 1912 TO 0.5 CFS OF IRRIGATION WATER AND .04 CFS OF DOMESTIC WATER OF THE WATERS OF BROWN CREEK, A TRIBUTARY OF THE MULDOON CREEK, WATER RIGHT NO. 37-7006 WITH A CLAIMED PRIORITY OF DECEMBER 18, 1967 TO 2.18 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER, WATER RIGHT NO. 37-11363 WITH A CLAIMED PRIORITY OF JULY 1, 1986 TO 0.04 CFS OF DOMESTIC WATER OF GROUND WATER, WATER RIGHT NO. 37-11364 WITH A CLAIMED PRIORITY OF JULY 1, 1986 TO 0.04 CFS OF DOMESTIC WATER OF GROUND WATER, WATER RIGHT NO. 37-11664 WITH A CLAIMED PRIORITY OF JUNE 30, 1930 TO .02 CFS OF STOCKWATER AND .08 CFS OF DOMESTIC WATER OF THE WATERS OF GROUND WATER SPRING, A TRIBUTARY OF SPRING CREEK, WATER RIGHT NO. 37-22012 WITH A CLAIMED PRIORITY OF MAY 12, 1888 TO 0.12 CFS OF STOCKWATER OF THE WATERS OF A SPRING, A TRIBUTARY OF THE UNNAMED STREAM, WATER RIGHT NO. 37-22014 WITH A CLAIMED PRIORITY OF APRIL 15, 1987 TO 0.45 CFS OF IRRIGATION WATER OF THE WATERS OF MULDOON CREEK, A TRIBUTARY OF THE LITTLE WOOD RIVER AND WATER RIGHT NO. 37-22015 WITH A CLAIMED PRIORITY OF FEBRUARY 16, 1927 TO 12.5 CFS OF IRRIGATION WATER OF THE WATERS OF BROWN CREEK, SPRING CREEK AND UNNAMED STREAM, A TRIBUTARY OF THE MULDOON 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 1671, 1712 and 1934 Little Wood Reservoir Rd and 98 W Muldoon Creek Rd, Carey, ID 83320.

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 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