

Form 42-248(6) July, 2000
RECEIVED**JUN 29 2015**WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**RECEIVED****JUN 26 2015**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**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): 63-20607
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)
Bruce Ranch , L.L.C.
5. Expiration Date of Notification Period May 6, 2045
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) *[Signature]*
Managing Member Bruce Ranch LLC

For Office Use Only

Received by <u>DM</u>	Date <u>6/26/15</u>	Fee <u>\$25 -</u>
Received by <u>DM</u>	Date <u>6-26-2015</u>	Receipt No. <u>5034874</u>
Processed by <u>X</u> AJ	Date <u>X</u>	WR <u>X</u> Date <u>X</u>

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:

Bruce Ranch, L.L.C.
P.O. Box 94
Jordan Valley, OR 97910

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

2015-018307

RECORDED

05/20/2015 02:07 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=7 DWILSON \$28.00
TYPE: MTG D OF T
TITLEONE BOISE
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated May 6, 2015, is made and executed between Bruce Ranch, L.L.C.; an Idaho limited liability company (referred to below as "Grantor") and D. L. Evans Bank, whose address is 1310 12th Ave. Rd., Nampa, ID 83686 (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 Canyon County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERE TO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 63-20607 WITH A CLAIMED PRIORITY OF JANUARY 1, 1887 TO 0.06 CFS OF GROUNDWATER TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 5.02 ACERS AS TO PARCEL I, 21.18 ACERS AS TO PARCEL II, AND 46.44 AS TO PARCEL III FROM THE WILDER IRRIGATION DISTRICT, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

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

The Real Property or its address is commonly known as 13003 Lake Shore Dr., Nampa, ID 83686. The Real Property tax identification number is R30067010 0, R30070000 0, AND R30071000 0.

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 THE NOTE, THE RELATED DOCUMENTS, AND 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 Environmental Laws, including without limitation all Environmental Laws. Grantor



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

August 4, 2015

BRUCE RANCH LLC
PO BOX 94
JORDAN VALLEY OR 97910

RE: Notice of Security Interest in a Water Right No. 63-20607

Dear Applicants,

The Department received a Notice of Security Interest from D.L. Evans Bank on June 29, 2015. This notice cannot be processed without further action from you.

In order for me to process this notice, the Department will need a Notice of Change in Water Right Ownership form submitted regarding the above referenced water rights. I have attached a form for your convenience.

Because the Department cannot process this request without the ownership of the listed water rights being in your name, we will hold any action pending receipt of the necessary documentation. If the documentation is not received within 30 days, the notice will be returned to D.L. Evans Bank and will not be processed.

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 at www.idwr.idaho.gov.

If you should need more than 30 days to submit a change of ownership application, please contact me as soon as possible at (208)334-2190. I appreciate your cooperation in this matter.

Sincerely,

Chad Jones
IDWR – Western Regional Office

Cc: D.L. Evans Bank

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 8, 2015

DL EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Security Interest for Water Right No. 63-20607

Dear Applicants,

The Department of Water Resources acknowledges receipt of your request for a security interest on the water right mentioned above. However, after reviewing the request, it was determined some clarification and additional documentation is needed.

Water Right No. 63-20607 is owned by Larry & Marilee Shoemaker. Ownership of the water right remains unchanged as the Department has not received a Notice of Change in Water Right Ownership application from Bruce Ranch LLC for this water right. Notification of this along with an Ownership Change application was sent to Bruce Ranch LLC on 8/4/15 (see attached letter). However, the Department has not received a response to the letter or a completed application.

Because the Department cannot process this request at this time, we are returning the application and all attachments. You may submit the application at anytime with the required documentation. A refund has been requested and will be sent to the payer under separate cover.

If you have any questions regarding this matter, please contact me at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones'.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Cc: BRUCE RANCH LLC
PO BOX 94
JORDAN VALLEY OR 97910

Jones, Chad

From: Jones, Chad
Sent: Tuesday, September 08, 2015 11:44 AM
To: Marston, Sascha
Subject: Refund: D.L. EVANS BANK CENTRAL FILING FEE ACCOUNT

TO: Sascha Marston

FROM: Chad Jones

DATE: September 8, 2015

RE: Refund: Security Interest – 63-20607

Please refund \$25. D.L. EVANS BANK CENTRAL FILING FEE ACCOUNT filed a security interest on 6/26/2015 for DL Evans Bank for WR 63-20607 in the name of Bruce Ranch LLC. The Security Interest cannot be processed as the water right is not in the name of Bruce Ranch LLC. A letter stating this along with an Ownership Change application sent to Bruce Ranch LLC on 8/4/15 went unanswered.

Please issue a refund of \$25.00 to:

D.L. EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RECEIPT #

S034874