

RECEIVED

AUG 07 2015

Department of Water Resources
Eastern RegionSTATE OF IDAHO
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): 13-2224 *OK*
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
USDA FARM SERVICE AGENCY
98 EAST 800 NORTH, SUITE 2
PRESTON, ID. 83263
4. Name of Water Right Owner/Claimant(s) JORDAN T. BEUTLER
5. Expiration Date of Notification Period 06-01-2045
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) *Delilah V. Bitton*
(and title if applicable) DELILAH V. BITTON
FARM LOAN OFFICER

For Office Use OnlyReceived by *JB*Date 8/7/2015Fee \$25Received by *JB*Date 8/7/2015Receipt No. E041345

Processed by _____

AJ

Date _____

WR *JB*Date 8/12/2015

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/31/2015

WATER RIGHT NO. 13-2224

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JORDAN BEUTLER 812 N 4200 W WESTON, ID 83263 (208)317-8579
Original Owner	LEONARD A POVEY CLIFTON, ID

Priority Date: 02/14/1961

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.47 CFS	644 AFA
Total Diversion			2.47 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SENW	Sec. 22	Township 14S	Range 38E	FRANKLIN County
GROUND WATER	SENW	Sec. 22	Township 14S	Range 38E	FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
14S	38E	22		SWNE	28		SENE	37						
				SENE	17									
		23		SWNW	35		SENE	31						
				NESW	27		NWSW	9						

Total Acres: 184

Conditions of Approval:

1.	X35	Rights 13-7476, 13-2220, 13-2224, 13-7927, and 13-7928 when combined shall not exceed a total annual maximum diversion volume of 1264.4 af at the field headgate and the irrigation of 399 acres.
2.	01M	After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3.	R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates:

Licensed Date: 03/22/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

264695 1-7

Recorded at the request of
Northern Title
 Time 4:06 Amount \$2800

JUN 09 2015

SHAUNA T. GEDDES, RECORDER
 By C. K. Rouse Deputy
 Franklin County, Idaho

NTF-68831

FSA-2029 ID
 (02-21-13)

Position 5

Form Approved – OMB No. 0560-0237

(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE
 Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on JUNE 1, 20 15. The mortgagor is JORDAN THOMAS BEUTLER, A SINGLE MAN ("Borrower") whose mailing address is 812 NORTH 4200 WEST, WESTON, IDAHO 83286. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 98 EAST 800 NORTH SUITE 2, PRESTON, IDAHO 83263.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
JUNE 1, 2015	\$300,000.00	2.5%	JUNE 1, 2045

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Idaho, County or Counties of FRANKLIN

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

Initial JB date 6/1/15

FSA-2029 ID (02-21-13) Page 1 of 7

2646952-7

income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the rights, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 *et. seq.* and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

Initial JLB date 6/1/15

10. Repair and operation of property. Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. Legal compliance. Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. Transfer or encumbrance of property. Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. Inspection. At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. Hazardous substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. Adjustment; release; waiver; forbearance. In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. Graduation. If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. Forfeiture. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. False statement. Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. Cross collateralization. Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. Highly erodible land; wetlands. Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. Non-discrimination. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

Initial MB date 6/1/15

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetency; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. **Assignment of lease and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

Jordan Thomas Beutler (SEAL)
JORDAN THOMAS BEUTLER

____ (SEAL)

____ (SEAL)

____ (SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO

COUNTY OF FRANKLIN

} ss. (Individual)

On this 1ST day of JUNE, 2015, before me personally appeared JORDAN THOMAS BEUTLER

, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

3-12-2017



Janice Shumway
NOTARY PUBLIC

Notes: Page 6 of 7 applies to entities and will not be recorded for individuals.

Page 7 of 7 contains the privacy act paperwork reduction act, and USDA nondiscrimination statements and will not be recorded.

Initial JTB date 6/1/15

"EXHIBIT A"

A parcel of land located in the Sections 22 and 23, Township 14 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Beginning at the East quarter corner of said Section 22, from which the Southeast corner of Section 22 bears South 00° 41' 24" East;

Thence South 00° 41' 24" East 288.00 feet along the West boundary of Section 23 to a 5/8" rebar and cap labeled "Allen Land Surveying, PLS 9163";

Thence South 89° 47' 30" East 1323.93 feet to a 5/8" rebar and cap at the West boundary of the Northeast quarter of the Southwest Quarter of Section 23;

Thence South 00° 31' 44" East 1023.52 feet along said West boundary to a 5/8" rebar and cap;

Thence South 89° 49' 00" East 1457.60 feet to a 5/8" rebar and cap at the West right of way line of the Union Pacific Railroad;

Thence North 03° 20' 29" West 1294.99 feet along said West boundary to a 5/8" rebar and cap at South boundary of the Southwest quarter of the Northeast quarter of Section 23;

Thence North 89° 24' 25" West 69.32 feet along said South boundary to a 5/8" rebar and cap at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 23;

Thence North 00° 22' 03" West 1323.26 feet along the East boundary of the Southeast quarter of the Northwest quarter of Section 23 to a 5/8" rebar and cap at the Northeast thereof;

Thence North 89° 21' 37" West 50.00 feet along the South boundary of the Northeast quarter of the Northwest quarter of Section 23 to a 5/8" rebar and cap;

Thence North 00° 22' 03" West 330.99 feet along the West boundary of said Railroad right of way line to a 5/8" rebar and cap at the Southeasterly extension of a fence line;

Thence along said fence line the following five courses:

Thence North 17° 42' 00" West 247.09 feet to a 5/8" rebar and cap;

Thence North 57° 07' 30" West 375.00 feet to a 5/8" rebar and cap;

Thence North 66° 03' 00" West 341.00 feet to a 5/8" rebar and cap;

Thence North 40° 46' 00" West 127.60 feet to a 5/8" rebar and cap;

Thence North 00° 38' 00" West 327.20 feet along said fence line and its Northerly extension to a 5/8" rebar and cap at the North boundary of Section 23;

Thence North 89° 20' 46" West 498.00 feet along said North boundary to a 5/8" rebar and cap at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 23;

Thence South 00° 19' 12" East 1323.57 feet along the West boundary of said Northeast quarter of the Northwest quarter to a 5/8" rebar and cap at the Southwest corner thereof, said point being at a fence corner;

Thence South 89° 34' 30" West 1415.00 feet along a fence line to a 5/8" rebar and cap;

Thence North 89° 41' 45" West 1523.30 feet along a fence line to a 5/8" rebar and cap at a fence corner;

Thence North 89° 41' 04" West 1681.40 feet to a 5/8" rebar and cap at the Northwest corner of the East one-half of the Southeast quarter of the Northwest quarter of Section 22;

Thence South 00° 12' 47" East 1064.96 feet along the West boundary of said East one-half of the Southeast quarter of the Northwest quarter to a 5/8" rebar and cap;

Thence South 89° 38' 45" East 428.30 feet to a 5/8" rebar and cap;

Thence South 01° 24' 00" East 254.35 feet to a 5/8" rebar and cap at the South boundary of the Northwest quarter of Section 22;

Thence North 89° 54' 47" East 50.00 feet along said South boundary to a 5/8" rebar and cap at the Southerly extension of a fence line;

Thence North 01° 24' 00" West 253.97 feet along said fence line and its northerly extension to a 5/8" rebar and cap;

Thence South 89° 38' 45" East 1278.78 feet to a 5/8" rebar and cap at a fence post;

Thence North 16° 05' 00" East 266.00 feet to a 5/8" rebar and cap;

Thence North 88° 58' 50" East 194.72 feet to a 5/8" rebar and cap;

Thence South 06° 30' 00" East 261.29 feet to a 5/8" rebar and cap;

Thence South 88° 58' 50" West 16.00 feet to a 5/8" rebar and cap;

Thence South 04° 36' 56" East 28.98 feet to a 5/8" rebar and cap;

Thence South 09° 34' 15" East 50.40 feet to a 5/8" rebar and cap;

Thence South 15° 41' 20" East 54.60 feet to a 5/8" rebar and cap;

Thence South 07° 05' 20" East 22.10 feet to a 5/8" rebar and cap;

Thence South 06° 22' 20" West 90.24 feet to a 5/8" rebar and cap at the South boundary of the Northeast quarter of Section 22;

Thence North 89° 54' 47" East 1248.64 feet along said South boundary to the Point of Beginning.

AB 6/1/15

264695 7-7

TOGETHER WITH AND SUBJECT TO:
Access Easement

A parcel of land located in the South one-half of the Northeast quarter of Section 22, Township 14 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the East quarter corner of said Section 22, from which the Southeast corner of Section 22 bears South 00° 41' 24" East;

Thence North 81° 07' 48" West 1567.54 feet to a 5/8" rebar and cap labeled "Allen Land Surveying, PLS 9163" at a fence post, the Point of Beginning.

Thence South 08° 54' 21" East 232.17 feet to a 5/8" rebar and cap at the North right of way line of Second Street North;

Thence North 89° 11' 40" East 35.00 feet along said right of way line to a 5/8" rebar and cap;

Thence North 08° 55' 40" West 226.40 feet to a 5/8" rebar and cap;

Thence North 14° 33' 37" East 270.02 feet;

Thence South 88° 58' 50" West 30.00 feet to a 5/8" rebar and cap;

Thence South 16° 05' 00" West 266.00 feet to the Point of Beginning.

ALL IRRIGATION EQUIPMENT OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO PUMPS, MOTORS, AND MAINLINE. ALL HAND LINES, WHEEL LINES AND PIVOTS, TOGETHER WITH SUBSTITUTIONS, REPLACEMENTS, AND ANY IRRIGATION EQUIPMENT ACQUIRED HEREAFTER INCLUDING BUT NOT LIMITED TO:

5 WHEEL LINES

3 HAND LINES

50 HP US ELECTRIC MOTOR AND PUMP

40 HP SUBMERSIBLE BERKLEY PUMP

20 HP BALCO RELIANCE ELECTRIC MOTOR AND PUMP

40 SHARES TWIN LAKES IRRIGATION COMPANY

4 SHARES CLIFTON IRRIGATION COMPANY

WATER RIGHTS WITH IDAHO DEPARTMENT OF WATER RESOURCES

JB 6/1/15

STATE OF IDAHO

COUNTY OF _____

}

ss. (Corporation)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, President and _____ Secretary of _____, a _____ corporation, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC

STATE OF IDAHO

COUNTY OF _____

}

ss. (Partnership)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Partners, on behalf of the _____, a _____ partnership.

My commission expires:

NOTARY PUBLIC

Initial AB date 6/1/15

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et. seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e-mail at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

Initial AB date 6/1/15

264692 1-3

NTF-68402
Jordan T. Beutler
812 N. 4200 W.
Weston, ID 83286

Recorded at the request of
Northern Title
Time 4:01 Amount \$ 16.00

JUN 09 2015

SHAUNA T. GEDDES, RECORDER
By C. Rauer Deputy
Franklin County, Idaho

WARRANTY DEED

Lorraine F. Povey

Grantor(s) of Clifton, County of Franklin, State of ID hereby *CONVEY AND WARRANT* to

Jordan T. Beutler

Grantee(s) of Clifton, County of Franklin, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

A parcel of land located in the Sections 22 and 23, Township 14 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:
Beginning at the East quarter corner of said Section 22, from which the Southeast corner of Section 22 bears South 00° 41' 24" East;
Thence South 00° 41' 24" East 288.00 feet along the West boundary of Section 23 to a 5/8" rebar and cap labeled "Allen Land Surveying, PLS 9163";
Thence South 89° 47' 30" East 1323.93 feet to a 5/8" rebar and cap at the West boundary of the Northeast quarter of the Southwest Quarter of Section 23;
Thence South 00° 31' 44" East 1023.52 feet along said West boundary to a 5/8" rebar and cap;
Thence South 89° 49' 00" East 1457.60 feet to a 5/8" rebar and cap at the West right of way line of the Union Pacific Railroad;
Thence North 03° 20' 29" West 1294.99 feet along said West boundary to a 5/8" rebar and cap at South boundary of the Southwest quarter of the Northeast quarter of Section 23;
Thence North 89° 24' 25" West 69.32 feet along said South boundary to a 5/8" rebar and cap at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 23;
Thence North 00° 22' 03" West 1323.26 feet along the East boundary of the Southeast quarter of the Northwest quarter of Section 23 to a 5/8" rebar and cap at the Northeast thereof;
Thence North 89° 21' 37" West 50.00 feet along the South boundary of the Northeast quarter of the Northwest quarter of Section 23 to a 5/8" rebar and cap;
Thence North 00° 22' 03" West 330.99 feet along the West boundary of said Railroad right of way line to a 5/8" rebar and cap at the Southeasterly extension of a fence line;
Thence along said fence line the following five courses:
Thence North 17° 42' 00" West 247.09 feet to a 5/8" rebar and cap;
Thence North 57° 07' 30" West 375.00 feet to a 5/8" rebar and cap;
Thence North 66° 03' 00" West 341.00 feet to a 5/8" rebar and cap;
Thence North 40° 46' 00" West 127.60 feet to a 5/8" rebar and cap;
Thence North 00° 38' 00" West 327.20 feet along said fence line and its Northerly extension to a 5/8" rebar and cap at the North boundary of Section 23;
Thence North 89° 20' 46" West 498.00 feet along said North boundary to a 5/8" rebar and cap at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 23;
Thence South 00° 19' 12" East 1323.57 feet along the West boundary of said Northeast quarter of the Northwest quarter to a 5/8" rebar and cap at the Southwest corner thereof, said point being at a fence corner;

264692 2-3

Thence South 89° 34' 30" West 1415.00 feet along a fence line to a 5/8" rebar and cap;
Thence North 89° 41' 45" West 1523.30 feet along a fence line to a 5/8" rebar and cap at a fence corner;
Thence North 89° 41' 04" West 1681.40 feet to a 5/8" rebar and cap at the Northwest corner of the East one-half of the Southeast quarter of the Northwest quarter of Section 22;
Thence South 00° 12' 47" East 1064.96 feet along the West boundary of said East one-half of the Southeast quarter of the Northwest quarter to a 5/8" rebar and cap;
Thence South 89° 38' 45" East 428.30 feet to a 5/8" rebar and cap;
Thence South 01° 24' 00" East 254.35 feet to a 5/8" rebar and cap at the South boundary of the Northwest quarter of Section 22;
Thence North 89° 54' 47" East 50.00 feet along said South boundary to a 5/8" rebar and cap at the Southerly extension of a fence line;
Thence North 01° 24' 00" West 253.97 feet along said fence line and its northerly extension to a 5/8" rebar and cap;
Thence South 89° 38' 45" East 1278.78 feet to a 5/8" rebar and cap at a fence post;
Thence North 16° 05' 00" East 266.00 feet to a 5/8" rebar and cap;
Thence North 88° 58' 50" East 194.72 feet to a 5/8" rebar and cap;
Thence South 06° 30' 00" East 261.29 feet to a 5/8" rebar and cap;
Thence South 88° 58' 50" West 16.00 feet to a 5/8" rebar and cap;
Thence South 04° 36' 56" East 28.98 feet to a 5/8" rebar and cap;
Thence South 09° 34' 15" East 50.40 feet to a 5/8" rebar and cap;
Thence South 15° 41' 20" East 54.60 feet to a 5/8" rebar and cap;
Thence South 07° 05' 20" East 22.10 feet to a 5/8" rebar and cap;
Thence South 06° 22' 20" West 90.24 feet to a 5/8" rebar and cap at the South boundary of the Northeast quarter of Section 22;
Thence North 89° 54' 47" East 1248.64 feet along said South boundary to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO:
Access Easement

A parcel of land located in the South one-half of the Northeast quarter of Section 22, Township 14 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:
Commencing at the East quarter corner of said Section 22, from which the Southeast corner of Section 22 bears South 00° 41' 24" East;
Thence North 81° 07' 48" West 1567.54 feet to a 5/8" rebar and cap labeled "Allen Land Surveying, PLS 9163" at a fence post, the Point of Beginning.
Thence South 08° 54' 21" East 232.17 feet to a 5/8" rebar and cap at the North right of way line of Second Street North;
Thence North 89° 11' 40" East 35.00 feet along said right of way line to a 5/8" rebar and cap;
Thence North 08° 55' 40" West 226.40 feet to a 5/8" rebar and cap;
Thence North 14° 33' 37" East 270.02 feet;
Thence South 88° 58' 50" West 30.00 feet to a 5/8" rebar and cap;
Thence South 16° 05' 00" West 266.00 feet to the Point of Beginning.

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

264692 3-3

Witness, the hand(s) of said Grantor(s), this June 8, 2015.

Lorraine F. Povey
Lorraine F. Povey

State of Idaho)
County of Franklin)

On June 8, 2015, before me, a Notary Public in and for said county and state, personally appeared, Lorraine F. Povey, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.



Janice Shumway
Notary Public
Resides: Preston ID
Commission expires: 03/12/2017