

RECEIVED

JUN 12 2015

DEPT OF WATER RESOURCES
SOUTHERN 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): 47
45-4516
- 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) Glenn Dale Ranches Inc
5. Expiration Date of Notification Period 12-05-2039
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
- Loan Processor

For Office Use Only

Received by <u>TF</u>	Date <u>6-12-2015</u>	Fee <u>\$ 25</u>
Received by <u>CS</u>	Date <u>6-12-2015</u>	Receipt No. <u>5034840</u>
Processed by _____	Date _____	WR _____ Date _____

66
ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

RECORDATION REQUESTED BY:

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.

12:34:38 PM 12-09-2014

2014020207

NO. PAGES 4 FEE: \$19.00

KRISTINA GLASCOCK
COUNTY CLERK

DEPUTY: DJW

Electronically Recorded by Simplifile

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:

G+ Ranches, Inc.
Celia R. Gould
2564 South Swallowtail Lane
Boise, ID 83708

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 13, 2014, is made and executed between Parcel No. 1, 2, 3 and 4: Celia R. Gould, a married woman dealing with her sole and separate property and Parcel No. 5: G+ Ranches, Inc., an Idaho Corporation (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").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2014 (the "Mortgage") which has been recorded in Twin Falls County, State of Idaho, as follows:

recorded September 17, 2014 as Instrument No. 2014015705 and re-recorded October 2, 2014 as Instrument No. 2014-016891 and re-recorded October 8, 2014 as Instrument No. 2014017050.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Twin Falls County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-4516 WITH A CLAIMED PRIORITY OF MARCH 15, 1955 TO 1.68 CFS OF IRRIGATION WATER AND 0.09 CFS OF STOCK WATER OF THE WATERS OF WASTE WATER, A TRIBUTARY OF THE CEDAR DRAW CREEK TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 40 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 70.92 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, 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 See Legal Description, ID. The Real Property tax identification number is RP09S15E116610, RP09S15E116660, RP09S15E140610, RP09S15E142400, RP09S15E19005.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

WATER RIGHT INFORMATION MODIFIED AS FOLLOWS:

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-4516 WITH A CLAIMED PRIORITY OF MARCH 15, 1955 TO 1.68 CFS OF IRRIGATION WATER AND 0.09 CFS OF STOCK WATER OF THE WATERS OF WASTE WATER, A TRIBUTARY OF THE CEDAR DRAW CREEK TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 40 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

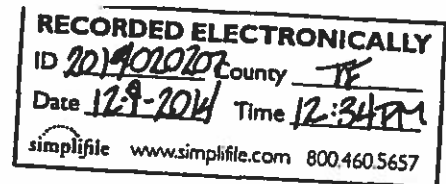
TOGETHER WITH 70.30 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 13, 2014.

GRANTOR:

G+ RANCHES, INC. 2 11



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:

G+ Ranches, Inc.
Celia R. Gould
2564 South Swallowtail Lane
Boise, ID 83706

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2014 (the "Mortgage") which has been recorded in Twin Falls County, State of Idaho, as follows:

recorded September 17, 2014 as Instrument No. 2014015705 and re-recorded October 2, 2014 as Instrument No. 2014-016691 and re-recorded October 8, 2014 as Instrument No. 2014017050.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Twin Falls County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-4516 WITH A CLAIMED PRIORITY OF MARCH 15, 1955 TO 1.66 CFS OF IRRIGATION WATER AND 0.09 CFS OF STOCK WATER OF THE WATERS OF WASTE WATER, A TRIBUTARY OF THE CEDAR DRAW CREEK TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 40 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

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The Real Property or its address is commonly known as See Legal Description, ID. The Real Property tax Identification number is RP09S15E116610, RP09S15E116660, RP09S15E140610, RP09S15E142400, RP09S15E19005.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 13, 2014.

GRANTOR:

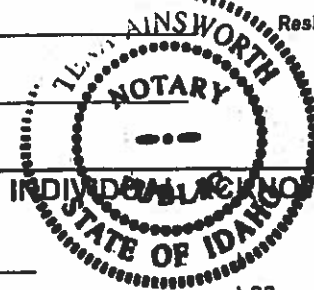
G+ RANCHES, INC. 20 00 11

CORPORATE ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF Twin Falls

On this 8th day of December, in the year 20 14, before me Tena Ainsworth, a notary public in and for the State of Idaho, personally appeared Celia R. Gould, President of G+ Ranches, Inc., known or identified to me (or proved to me on the oath of Tena Ainsworth), to be an authorized signer of G+ Ranches, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Tena Ainsworth Residing at Buche ID
Notary Public for Idaho

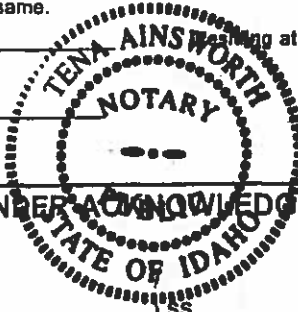
My commission expires 3/4/2019

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF Twin Falls

On this 8th day of December, in the year 20 14, before me Tena Ainsworth, a notary public in and for the State of Idaho, personally appeared Celia R. Gould, known or identified to me (or proved to me on the oath of Tena Ainsworth), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Tena Ainsworth Residing at Buche ID
Notary Public for Idaho

My commission expires 3/4/2019

LENDER ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF Twin Falls

On this 8th day of December, in the year 20 14, before me TENA AINSWORTH, a notary public in and for the State of Idaho, personally appeared JUSTIN WILKINS, known or identified to me (or proved to me on the oath of Tena Ainsworth), to be OFFICER authorized agent for D. L. Evans Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of D. L. Evans Bank, duly authorized by the D. L. Evans Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed this said instrument on behalf of D. L. Evans Bank.

Tena Ainsworth Residing at Buche ID
Notary Public for Idaho

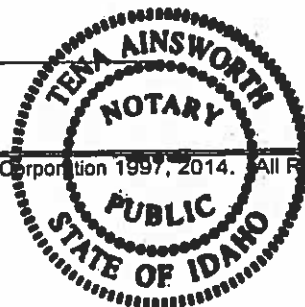
My commission expires 3/4/2019

Exhibit "A" attached to Modification Of Mortgage dated November 13, 2014, in the name of Celia R. Gould and G+ Ranches, Inc.

LEGAL DESCRIPTION

PARCEL NO. 1

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho

Section 19: A parcel of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the Northeast corner of Section 19 from which the North quarter corner of Section 19 bears North 89°17'04" West 2674.00 feet;

THENCE South 00°08'49" East along the East boundary of the NE $\frac{1}{4}$ of Section 19 for a distance of 466.85 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00°08'49" East along the East boundary of the NE $\frac{1}{4}$ of Section 19 for a distance of 2014.20 feet;

THENCE North 89°22'19" West for a distance of 687.50 feet to a point in the center of an irrigation lateral;

THENCE South 48°06'53" West along the center of the irrigation lateral for a distance of 143.17 feet;

THENCE South 27°22'08" West along the center of the irrigation lateral for a distance of 81.25 feet to a point on the South boundary of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19;

THENCE North 89°22'19" West along the South boundary of the NE $\frac{1}{4}$ of Section 19 for a distance of 506.32 feet to the Southwest corner of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19;

THENCE North 00°07'13" West along the West boundary of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19 for a distance of 2652.39 feet to the Northwest corner of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19;

THENCE South 89°17'04" East along the North boundary of the NE $\frac{1}{4}$ of Section 19 for a distance of 336.57 feet to a point in the center of an irrigation lateral;

THENCE along the center of the irrigation lateral on approximately the following courses:

South 49°53'55" East 40.24 feet;

South 67°53'01" East 53.65 feet;

South 64°46'36" East 31.26 feet;

South 56°41'50" East 91.48 feet;

South 49°43'09" East 56.61 feet;

South 46°38'52" East 159.50 feet;

South 35°48'52" East 76.96 feet;

South 32°19'42" East 100.14 feet;

South 10°44'25" East 55.81 feet;

THENCE South 87°42'39" East for a distance of 135.81 feet;

THENCE South 87°04'24" East for a distance of 88.62 feet;

THENCE South 87°55'07" East for a distance of 324.18 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2

A 30.0 foot wide access easement created in Warranty Deed recorded October 2, 2014, as Instrument No. 2014-016690, records of Twin Falls County, Idaho, said easement being on, over, under and across a 30.0-foot wide strip of land that is encompassed by the following described boundary:

COMMENCING at the Northeast corner of said Section 19;

THENCE South 00°08'49" East along the East boundary of the NE $\frac{1}{4}$ of Section 19 for a distance of 466.85 feet;

THENCE North 87°55'07" West for a distance of 25.0 feet to a point on the West easement boundary of a county road and being the TRUE POINT OF BEGINNING;

THENCE continuing North 87°55'07" West for a distance of 299.18 feet;

THENCE North 87°04'24" West for a distance of 88.62 feet;

THENCE North 87°42'39" West for a distance of 135.81 feet;



THENCE North 10°44'25" West for a distance of 30.79 feet;
THENCE South 87°42'39" East for a distance of 142.92 feet;
THENCE South 87°04'24" East for a distance of 88.57 feet;
THENCE South 87°55'07" East for a distance of 297.77 feet to a point on the West easement boundary of
a county road;
THENCE South 00°08'49" East along the West easement boundary of the county road for a distance of
30.02 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3

A 30.0 foot wide access easement created in Warranty Deed recorded October 2, 2014, as Instrument No. 2014-016690, records of Twin Falls County, Idaho, said easement being on, over, under and across a 30.0-foot wide strip of land that is encompassed by the following described boundary:

COMMENCING at the East quarter corner of said Section 19;

THENCE North 89°22'29" West along the South boundary of the NE¼ of Section 19 for a distance of 25.0 feet to a point on the West easement boundary of a county road and being the TRUE POINT OF BEGINNING;

THENCE continuing North 89°22'19" West along the South boundary of the NE¼ of Section 19 for a distance of 806.88 feet;

THENCE North 27°22'08" East for a distance of 33.59 feet;

THENCE South 89°22'19" East for a distance of 791.36 feet to a point on the West easement boundary of a county road;

THENCE South 00°08'49" East along the West easement boundary of the county road for a distance of 30.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4

A 15.0 foot wide irrigation easement created in Warranty Deed recorded October 2, 2014, as Instrument No. 2014-016690, records of Twin Falls County, Idaho, for the use and maintenance of a buried irrigation line, said easement being on, over, under and across a 15.0-foot wide strip of land, said 15.0 wide strip of land being the West 15.0 feet of the East 40.0 feet of the South 169.32 feet of the NE¼ of Section 19.

PARCEL NO. 5

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho

Section 14: NE¼NW¼

SUBJECT TO Highway District right of way.

AND

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho

Section 14: That part of the NW¼NE¼ which lies West of the West rim rock of Cedar Draw

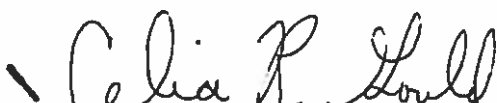
SUBJECT TO Highway District right of way.

AND ALSO

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho

Section 11: SE¼SW¼ and that part of the SW¼SE¼ which lies West of the West rim rock of Cedar Draw

SUBJECT TO Highway District right of way.


Celia R. Gould, Individually


Celia R. Gould, President of G+ Ranches, Inc.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 833301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 15, 2015

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

Re: Notice of Security Interest in a Water Right for Water Right 47-4516 / Glenn Dale Ranches Inc

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: Glenn Dale Ranches Inc.