

RECEIVED

OCT 19 2012

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): _____
Adjudication Claim No(s): 15-7341 OK
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
Farm Credit Services of America
PO Box 878
Casper WY 82602-0878
4. Name of Water Right Owner/Claimant(s) Pearl River Valley Ranch, LLC.
5. Expiration Date of Notification Period 11/1/2032
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Cheryl Beckling
(and title if applicable) Claring Specialist

For Office Use Only

Received by	<u>[Signature]</u>	Date	<u>10/19/2012</u>	Fee	<u>\$25.00</u>
Received by	<u>[Signature]</u>	Date	<u>10/23/2012</u>	Receipt No.	<u>E038114</u>
Processed by	<u>[Signature]</u>	Date	<u>10/23/2012</u>	WR	_____
				Date	_____

A TRUE COPY
CERTIFIED THIS 11 DAY OF
Oct 2012
NORTHERN TITLE COMPANY

NTO-62202
Peoa River Valley Ranch, LLC
% Jared and Tina Simpson
39708 Hwy 36
Malad City, ID 83252

Wendy Ruffi

Microfilm No. 148846
11 Day October 20 12
At 2:05 o'clock P
Natalie Murphy
Oneida Co. Recorder
Fee \$ 19.00 Deputy
Recorded at Request of
Northern Title Co.

WARRANTY DEED

Two Buck Chuck, LLC, a Utah Limited Liability Company and Brent L. Clark and Shawna A. Clark, Husband and Wife

Grantor(s) of Mount Vernon, County of Grant, State of OR,
hereby **CONVEY AND WARRANT** to

Peoa River Valley Ranch, LLC

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

See attached Exhibit "A"

Together with water right # 15-7341, and Water Certificates for 57 Shares of Samaria Water and Irrigation Co.

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

Witness, the hand(s) of said Grantor(s), this October 9, 2012.

Two Buck Chuck, LLC, a Utah Limited Liability Company

Brent L. Clark
By: Brent L. Clark, Member/Manager

Shawna Arlene Clark
Shawna Arlene Clark, Member/Manager

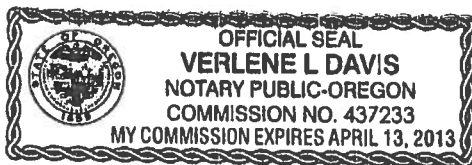
Brent L. Clark
Brent L. Clark

Shawna A. Clark
Shawna A. Clark

Acknowledgments

State of: Oregon)
County of: Grant)ss:

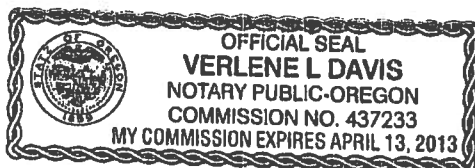
On October 9, 2012, personally appeared before me Brent L. Clark and Shawna Arlene Clark, who, being by me duly sworn, did say that he/she is/are the Manager(s)/Member(s) of Two Buck Chuck, LLC, a Utah Limited Liability Company and that the said instrument was signed on behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual(s) acknowledged to me that said Company executed the same.



Verlene Y. Davis
Notary Public

State of: Oregon)
County of: Grant)ss:

On this 9 day of October, in the year of 2012, before me the undersigned, a Notary Public, personally appeared Brent L. Clark and Shawna A. Clark, known or identified to me (or proved to me on the oath of _____), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Verlene H. Davis
Notary Public

Exhibit "A"

Parcel 1:

A PARCEL OF GROUND LOCATED IN SECTIONS 23, 24, & 25 TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AS PER CORNER PERPETUATION SHEET #101368 AND RUNNING THENCE NORTH 00°08'38" WEST ALONG THE EAST LINE OF SAID SECTION AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION BY A REBAR WITH AN A.A.H. CAP AS NOTED IN CORNER PERPETUATION SHEET #130664 A DISTANCE OF 2,714.45 FEET TO THE POINT OF BEGINNING, A POINT ON A BOUNDARY LINE SURVEYED BY SCOTT SCHERBEL AS FOUND ON RECORD OF SURVEY #134691; AND RUNNING THENCE EASTERLY FOLLOWING SAID BOUNDARY LINE SURVEYED BY SCHERBEL THE FOLLOWING FIVE COURSES, 1) SOUTH 87°38'39" EAST (SOUTH 87°29'52" EAST BY SCHERBEL SURVEY & EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 276.62 FEET TO A REBAR WITH SCHERBEL CAP; 2) THENCE SOUTH 87°45'03" EAST (SOUTH 87°36'44" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 3,694.60 FEET (3694.34 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; 3) THENCE NORTH 00°31'14" EAST 139.64 FEET (NORTH 00°39'09" EAST 139.62 FEET BY SCHERBEL SURVEY); 4) THENCE NORTH 89°37'45" EAST (NORTH 89°45'40" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 967.61 FEET (967.44 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; 5) THENCE SOUTH 85°25'56" EAST (SOUTH 85°18'01" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 345.01 FEET (344.95 FEET BY SCHERBEL SURVEY) TO A REBAR FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 00°04'54" EAST (SOUTH BY RECORD OF WARRANTY DEED #125609) 330.00 FEET; THENCE SOUTH 89°41'38" WEST (WEST BY RECORD OF WARRANTY DEED #125609) 1,320.00 FEET; THENCE SOUTH 00°04'54" EAST (SOUTH BY RECORD OF WARRANTY DEED #125609) 807.09 FEET; THENCE NORTH 74°39'00" WEST 467.26 FEET (472.84 FEET BY RECORD OF WARRANTY DEED #125609); THENCE SOUTH 22°45'44" WEST (SOUTH 23°00'00" WEST BY RECORD OF WARRANTY DEED #125609) 2,911.23 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF 4100 WEST STREET; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES, 1) NORTH 69°13'36" WEST 60.84 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 24°23'09" EAST 15,309.22 FEET; 2) THENCE NORTHWESTERLY 495.65 FEET ALONG THE ARC OF A 15,309.22 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°51'18" AND A LONG CHORD THAT BEARS NORTH 64°41'12" WEST 495.63 FEET; 3) THENCE NORTH 63°45'33" WEST 412.18 FEET; 4) THENCE NORTH 63°09'26" WEST 745.24 FEET; 5) THENCE NORTH 63°11'46" WEST 1,195.50 FEET; 6) THENCE NORTHWESTERLY 422.44 FEET ALONG THE ARC OF A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°12'15" AND A LONG CHORD THAT BEARS NORTH 51°05'39" WEST 419.31 FEET; 7) THENCE NORTH 38°59'31" WEST 664.95 FEET; 8) THENCE NORTHWESTERLY 584.67 FEET ALONG THE ARC OF A 1,133.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'00" AND A LONG CHORD THAT BEARS NORTH 24°12'31" WEST 578.20 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 87°38'39" EAST 1,128.81 FEET; THENCE NORTH 00°08'38" WEST 1,193.64 FEET TO THE AFOREMENTIONED SCHERBEL SURVEYED BOUNDARY LINE; THENCE SOUTH 87°38'39" EAST (SOUTH 87°29'52" EAST BY SCHERBEL SURVEY) 78.07 FEET TO THE POINT OF BEGINNING.

Parcel 2:

A PARCEL OF GROUND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AS PER CORNER PERPETUATION SHEET #101368 AND RUNNING THENCE NORTH $00^{\circ}08'38''$ WEST ALONG THE EAST LINE OF SAID SECTION AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION BY A REBAR WITH AN A.A.H. CAP AS NOTED IN CORNER PERPETUATION SHEET #130664 A DISTANCE OF 2,714.45 FEET TO A POINT ON A BOUNDARY LINE SURVEYED BY SCOTT SCHERBEL AS FOUND ON RECORD OF SURVEY #134691; THENCE NORTH $87^{\circ}38'39''$ WEST (NORTH $87^{\circ}29'52''$ WEST BY SAID SCHERBEL SURVEY) 78.07 FEET TO THE TRUE POINT OF BEGINNING; AND THENCE CONTINUING NORTH $87^{\circ}38'39''$ WEST (NORTH $87^{\circ}29'52''$ WEST BY SCHERBEL SURVEY) ALONG SAID LINE 1,208.04 FEET TO A REBAR WITH SCHERBEL CAP; THENCE SOUTH $02^{\circ}20'04''$ EAST 104.56 FEET (SOUTH $02^{\circ}00'39''$ EAST 104.60 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; THENCE SOUTH $89^{\circ}40'33''$ WEST 78.84 FEET (SOUTH $89^{\circ}51'27''$ WEST 79.09 FEET BY SCHERBEL SURVEY) TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4100 WEST STREET AS ESTABLISHED BY EXISTING FENCE LINES; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES, 1) SOUTH $08^{\circ}18'28''$ EAST 314.91 FEET; 2) THENCE SOUTH $08^{\circ}11'49''$ EAST 267.09 FEET; 3) THENCE SOUTH $08^{\circ}01'58''$ EAST 493.63 FEET; 4) THENCE SOUTHERLY 27.54 FEET ALONG THE ARC OF A 1,133.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $01^{\circ}23'33''$ AND A LONG CHORD THAT BEARS SOUTH $08^{\circ}43'45''$ EAST 27.54 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH $87^{\circ}38'39''$ EAST 1,128.81 FEET; THENCE NORTH $00^{\circ}08'38''$ WEST 1,193.64 FEET TO THE POINT OF BEGINNING.

148847

A TRUE COPY

After Recording Return To:

Farm Credit Services of America
PO Box 878
Casper, WY 82602-0878CERTIFIED THIS 11 DAY OFOct2012

Peoa River Valley Ranch, LLC

CIF No. 169106

NORTHERN TITLE COMPANY

Wendy Ruffi

IDAHO MORTGAGE

(Open End)

NTO-62202

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND FIXTURE FILING.

On October 9, 2012, Peoa River Valley Ranch, LLC, a limited liability company; Jared S. Simpson a married man; Tina M. Simpson aka Tina Simpson aka Tina Marie Simpson, a married woman; Jared S. Simpson, as trustee of the Tom D. Simpson Trust, dated December 19, 1996, as Restated September 30, 1999 and as amended to the "FAMILY TRUST" dated February 27, 2002 a 91 percent interest; and Lawrence Victor Riches, Jr. and Carolyn C. Riches, Trustees of the Riches Family Trust dated June 12, 1988 a nine percent undivided interest, hereinafter called Mortgagor, whether one or more, whose address is 3970 E Highway 36, Malad City, ID, grants, conveys, warrants, transfers and assigns to Farm Credit Services of America, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is P.O. Box 2409, Omaha, Nebraska 68103-2409, a mortgage and security interest in property in Oneida County(ies), State of Idaho, more particularly described in Exhibit A attached hereto and incorporated herein, including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances (including, without limitation, private roads, grazing privileges, water rights, ditches and conduits and rights of way therefore, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called "Property."

The following described Note(s), Membership Agreement, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagor to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof.

Loan No.	Date of Note	Initial Prin. Amount	Final Installment Date
169106-203	October 9, 2012	\$700,000.00	11/01/2032

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payments terms or amounts due may be indexed, adjusted, renewed or renegotiated. In addition, this mortgage is intended to secure any other loans and advances made by Mortgagee to Mortgagor or any of them, no matter how evidenced. The continuing validity and priority of this mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee or commitment from Mortgagee to make future loans exist.

Mortgagor (and each of them if more than one) REPRESENTS, WARRANTS, COVENANTS and AGREES:

1. That they have title to the Property free from encumbrances, except as described in Exhibit A; they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements against loss or damage by fire and other risks; to maintain liability insurance; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply for or enter into any federal, state or local program, which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property; and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation, insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose, or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof, not to apply residue from wastewater treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagor to Mortgagor or to any other person); to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees,

agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including without limitation, attorneys' fees.

8. That neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now or never have leaked; no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.

9. To perform all terms and conditions of each water or other contract, described in Exhibit A, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real Property described in Exhibit A; any assignment of any such interest, during the term of this Mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagor's obligations hereunder; and any failure of Mortgagor to perform any such obligation shall constitute an event of default.

10. That the term "Grazing Rights," as hereinafter used, refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real Property; such leasehold and all other real Property portions of the Property constitute a single operating unit; in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real Property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagor has received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Mortgage.

11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagor regarding the Grazing Rights; and in the event of foreclosure of this Mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.

12. That if the Property is within an irrigation block and or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagor shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagor, on behalf of Mortgagor or Mortgagor's heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagor becomes subject to the excess land limitation; if Mortgagor fails to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagor shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagor

purchases other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagor shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.

13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option, perform the same, in whole or in part; any advances, including, without limitation, attorneys' fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this Mortgage.

14. That the indebtedness and obligations secured by this Mortgage are personal to the Mortgagor and are not assignable by Mortgagor; Mortgagee relied upon the credit of Mortgagor, the interest of Mortgagor in the Property and the financial market conditions then existing when making this loan; if Mortgagor sells, transfers or conveys or contracts to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagor defaults in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagor shall be in default hereunder.

15. That time is of the essence in the performance of this Mortgage, and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this Mortgage, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the Property is located; and reasonable notice, if required by such Code, shall be 5 days.

16. That the failure of Mortgagee to exercise any right or option provided herein, at any time, shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as though such provision had been omitted.

17. That Mortgagor joins in this instrument for the purpose of subjecting Mortgagor's right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Mortgage.

18. That the following parties join in this instrument to perfect the lien offered as security for the loan, but assume no liability for payment of the indebtedness described in the Loan Documents except for that arising under paragraph 7 above: Jared S. Simpson, as trustee of the Tom D. Simpson Trust, dated December 19, 1996, as Restated September 30, 1999 and as amended to the "FAMILY TRUST" dated February 27, 2002; and Lawrence Victor Riches, Jr. and Carolyn C. Riches, Trustees of the Riches Family Trust dated June 12, 1988.

19. Additional covenants, terms and conditions are contained on the following described attachments which are incorporated in this Mortgage as though set out here in full: N/A.

148847

Peoa River Valley Ranch, LLC, a limited liability company

By

Jared S. Simpson, Manager

By

Tina M. Simpson, Manager

Jared S. Simpson

Tina M. Simpson

Tom D. Simpson Trust, dated December 19, 1996
as Restated September 30, 1999 and as amended
to the "FAMILY TRUST" dated February 27, 2002

By

Jared S. Simpson, Trustee

Riches Family Trust dated June 12, 1988

By

Lawrence Victor Riches, Jr., Trustee

By

Carolyn C. Riches, Trustee

148847

Microfilm No.

11 Day October 20 12

At 2:10 O'clock P

Madeline Murphy

Oneida Co. Recorder

Fee \$ 40.00 Deputy

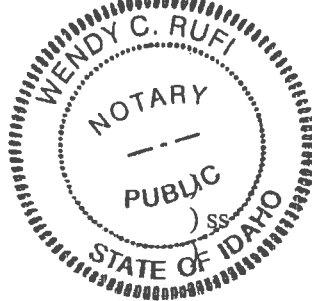
Recorded at Request of Northern Title Co.

STATE OF IDAHO)
) ss
COUNTY OF ONEIDA)

On this 11 day of October, 2012, before me, a Notary Public, personally appeared Jared S. Simpson and Tina M. Simpson to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/she/they is/are managers(s) of Peoa River Valley Ranch, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the managers acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him/her/them voluntarily executed.

(SEAL)

My commission expires 2-28-2017



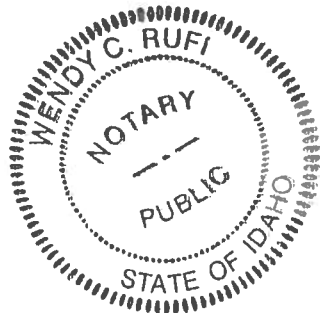
Wendy C. Ruffi
[Notary's Name] wendy C. Ruffi
Notary Public in and for said County and State
Residing : Downey ID
Exp: 2-28-2017

STATE OF IDAHO
COUNTY OF ONEIDA

On this 11 day of October, 2012 before me, a Notary Public, personally appeared Jared S. Simpson and Tina M. Simpson to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

My commission expires 2-28-2017

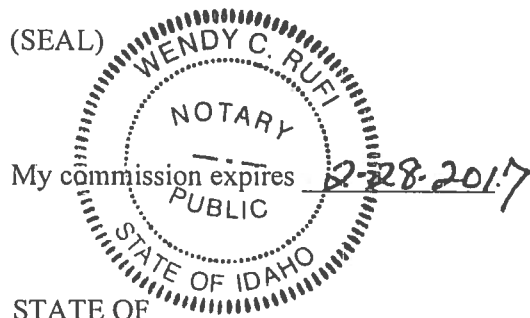


Wendy C. Ruffi
[Notary's Name]
Notary Public in and for said County and State
Residing: Downey, ID
Exp: 2-28-2017

STATE OF IDAHO)
) ss
 COUNTY OF ONEIDA)

On this 11 day of October, 2012, before me, a Notary Public, personally appeared Jared S. Simpson Trustee(s) for Tom D. Simpson Trust, dated December 19, 1996 as Restated September 30, 1999 and as amended to the "FAMILY TRUST" dated February 27, 2002 to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed as such Trustee(s) for the purposes therein mentioned.

(SEAL)



My commission expires 2-28-2017

Wendy C. Ruffi
 [Notary's Name]

Notary Public in and for said County and State
Residing: Downey, ID

STATE OF _____)
) ss
 COUNTY OF _____)

On this _____ day of October, 2012, before me, a Notary Public, personally appeared Lawrence Victor Riches, Jr., and Carolyn C. Riches Trustee(s) for Riches Family Trust dated June 12, 1988 to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed as such Trustee(s) for the purposes therein mentioned.

(SEAL)

See Attached

My commission expires _____.

 [Notary's Name]

Notary Public in and for said County and State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

On

October 9, 2012

Date

before me,

Victoria L. Mohnach, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Lawrence Victor Riches Jr. and

Name(s) of Signer(s)

Carolyn C. Riches

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

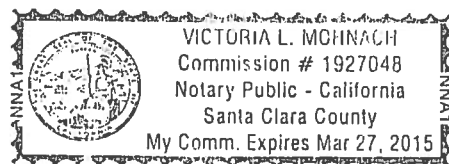
WITNESS my hand and official seal.

Signature

Victoria L. Mohnach

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Mortgage

Document Date:

October 9, 2012

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**EXHIBIT A
TO MORTGAGE
(Open End)**

1488.7

Parcel 1:

A PARCEL OF GROUND LOCATED IN SECTIONS 23, 24, & 25 TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS: COMMENCING AT THE ALUMINUM CAP MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AS PER CORNER PERPETUATION SHEET #101368 AND RUNNING THENCE NORTH 00°08'38" WEST ALONG THE EAST LINE OF SAID SECTION AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION BY A REBAR WITH AN A.A.H. CAP AS NOTED IN CORNER PERPETUATION SHEET #130664 A DISTANCE OF 2,714.45 FEET TO THE POINT OF BEGINNING, A POINT ON A BOUNDARY LINE SURVEYED BY SCOTT SCHERBEL AS FOUND ON RECORD OF SURVEY #134691; AND RUNNING THENCE EASTERLY FOLLOWING SAID BOUNDARY LINE SURVEYED BY SCHERBEL THE FOLLOWING FIVE COURSES, 1) SOUTH 87°38'39" EAST (SOUTH 87°29'52" EAST BY SCHERBEL SURVEY & EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 276.62 FEET TO A REBAR WITH SCHERBEL CAP; 2) THENCE SOUTH 87°45'03" EAST (SOUTH 87°36'44" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 3,694.60 FEET (3694.34 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; 3) THENCE NORTH 00°31'14" EAST 139.64 FEET (NORTH 00°39'09" EAST 139.62 FEET BY SCHERBEL SURVEY); 4) THENCE NORTH 89°37'45" EAST (NORTH 89°45'40" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 967.61 FEET (967.44 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; 5) THENCE SOUTH 85°25'56" EAST (SOUTH 85°18'01" EAST BY SCHERBEL SURVEY AND EAST BY RECORD OF WARRANTY DEEDS #125609 & 128389) 345.01 FEET (344.95 FEET BY SCHERBEL SURVEY) TO A REBAR FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 00°04'54" EAST (SOUTH BY RECORD OF WARRANTY DEED #125609) 330.00 FEET; THENCE SOUTH 89°41'38" WEST (WEST BY RECORD OF WARRANTY DEED #125609) 1,320.00 FEET; THENCE SOUTH 00°04'54" EAST (SOUTH BY RECORD OF WARRANTY DEED #125609) 807.09 FEET; THENCE NORTH 74°39'00" WEST 467.26 FEET (472.84 FEET BY RECORD OF WARRANTY DEED #125609); THENCE SOUTH 22°45'44" WEST (SOUTH 23°00'00" WEST BY RECORD OF WARRANTY DEED #125609) 2,911.23 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF 4100 WEST STREET; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES, 1) NORTH 69°13'36" WEST 60.84 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 24°23'09" EAST 15,309.22 FEET; 2) THENCE NORTHWESTERLY 495.65 FEET ALONG THE ARC OF A 15,309.22 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°51'18" AND A LONG CHORD THAT BEARS NORTH 64°41'12" WEST 495.63 FEET; 3) THENCE NORTH 63°45'33" WEST 412.18 FEET; 4) THENCE NORTH 63°09'26" WEST 745.24 FEET; 5) THENCE NORTH 63°11'46" WEST 1,195.50 FEET; 6) THENCE NORTHWESTERLY 422.44 FEET ALONG THE ARC OF A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°12'15" AND A LONG CHORD THAT BEARS NORTH 51°05'39" WEST 419.31 FEET; 7) THENCE NORTH 38°59'31" WEST 664.95 FEET; 8) THENCE NORTHWESTERLY 584.67 FEET ALONG THE ARC OF A 1,133.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'00" AND A LONG CHORD THAT BEARS NORTH 24°12'31" WEST 578.20 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 87°38'39" EAST 1,128.81 FEET; THENCE

NORTH 00°08'38" WEST 1,193.64 FEET TO THE AFOREMENTIONED SCHERBEL SURVEYED BOUNDARY LINE; THENCE SOUTH 87°38'39" EAST (SOUTH 87°29'52" EAST BY SCHERBEL SURVEY) 78.07 FEET TO THE POINT OF BEGINNING.

Parcel 2:

A PARCEL OF GROUND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AS PER CORNER PERPETUATION SHEET #101368 AND RUNNING THENCE NORTH 00°08'38" WEST ALONG THE EAST LINE OF SAID SECTION AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION BY A REBAR WITH AN A.A.H. CAP AS NOTED IN CORNER PERPETUATION SHEET #130664 A DISTANCE OF 2,714.45 FEET TO A POINT ON A BOUNDARY LINE SURVEYED BY SCOTT SCHERBEL AS FOUND ON RECORD OF SURVEY #134691; THENCE NORTH 87°38'39" WEST (NORTH 87°29'52" WEST BY SAID SCHERBEL SURVEY) 78.07 FEET TO THE TRUE POINT OF BEGINNING; AND THENCE CONTINUING NORTH 87°38'39" WEST (NORTH 87°29'52" WEST BY SCHERBEL SURVEY) ALONG SAID LINE 1,208.04 FEET TO A REBAR WITH SCHERBEL CAP; THENCE SOUTH 02°20'04" EAST 104.56 FEET (SOUTH 02°00'39" EAST 104.60 FEET BY SCHERBEL SURVEY) TO A REBAR WITH SCHERBEL CAP; THENCE SOUTH 89°40'33" WEST 78.84 FEET (SOUTH 89°51'27" WEST 79.09 FEET BY SCHERBEL SURVEY) TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4100 WEST STREET AS ESTABLISHED BY EXISTING FENCE LINES; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES, 1) SOUTH 08°18'28" EAST 314.91 FEET; 2) THENCE SOUTH 08°11'49" EAST 267.09 FEET; 3) THENCE SOUTH 08°01'58" EAST 493.63 FEET; 4) THENCE SOUTHERLY 27.54 FEET ALONG THE ARC OF A 1,133.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°23'33" AND A LONG CHORD THAT BEARS SOUTH 08°43'45" EAST 27.54 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 87°38'39" EAST 1,128.81 FEET; THENCE NORTH 00°08'38" WEST 1,193.64 FEET TO THE POINT OF BEGINNING.

Parcel 3:

TOWNSHIP 14 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO SECTION 17: THE SOUTH HALF OF THE SOUTHWEST QUARTER.

ALSO, ALL THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING SOUTH OF THE COUNTY ROAD T-2882.

SECTION 20: THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, THE SOUTH HALF.

ALSO, COMMENCING 52 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE RUNNING WEST 28 RODS; THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE NORTH 40 RODS; THENCE WEST 52 RODS; THENCE NORTH 40 RODS TO THE POINT OF BEGINNING. T-3308

EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND LOCATED IN SECTIONS 17 AND 20, TOWNSHIP 14 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT BEING A MARKED STONE; THENCE NORTH 47° 20' 33" WEST 1716.09 FEET TO THE TRUE POINT OF

BEGINNING, WHICH IS A 5/8" REBAR WITH PLASTIC CAP SET AT A FENCE CORNER ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 36; THENCE SOUTH 01° 55' 31" WEST 1940.59 FEET ALONG A FENCE LINE TO A 5/8" REBAR AT A FENCE CORNER; THENCE NORTH 37° 20' 43" WEST 262.32 FEET TO A 5/8" REBAR; THENCE NORTH 08° 25' 13" WEST 660.38 FEET TO A 5/8" REBAR; THENCE NORTH 48° 33' 38" WEST 706.55 FEET TO A 5/8" REBAR ON A FENCE LINE; THENCE SOUTH 14° 16' 12" WEST 188 FEET ALONG A FENCE TO A 5/8" REBAR AT A FENCE CORNER; THENCE NORTH 54° 08' 38" WEST 801 FEET ALONG A FENCE LINE TO A 5/8" REBAR; THENCE NORTH 22° 09' 00" EAST 855.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 36; THENCE SOUTH 85° 24' 47" EAST 172.08 FEET TO THE POINT OF CURVATURE OF A NONTANGENT 666.62 FOOT RADIUS CURVE CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS NORTH 05° 11' 59" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 10' A DISTANCE OF 199.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78° 01' 59" EAST 74 FEET TO A HIGHWAY RIGHT OF WAY MONUMENT (STATION 280+51.8); THENCE SOUTH 11° 58' 01" EAST 35 FEET TO A 5/8" REBAR; THENCE NORTH 79° 33' 55" EAST 188.75 FEET TO A 5/8" REBAR; THENCE SOUTH 51° 16' 08" EAST 620.83 FEET TO A 5/8" REBAR; THENCE SOUTH 47° 56' 01" EAST 140.12 FEET TO THE TRUE POINT OF BEGINNING. T-3770

Also Including:

T-2709: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 37 EAST, BOISE MERIDIAN; THENCE RUNNING SOUTH 1320 FEET; THENCE WEST 1320 FEET; THENCE NORTH 2640 FEET; THENCE EAST 413 FEET; THENCE SOUTH 55° 00' EAST 305.5 FEET; THENCE SOUTH 40° 45' EAST 495 FEET; THENCE SOUTH 16° 30' EAST 286 FEET; THENCE SOUTH 776 FEET; THENCE EAST 58 FEET; THENCE NORTH 15° 30' EAST 430 FEET TO THE POINT OF BEGINNING.

Together with all mortgagor's right, title and interest in all water and water rights, ditches and ditch rights, reservoir and reservoir rights, storage and storage rights, springs and spring rights, wells and well rights, including but not limited to 57 Shares – Samaria Water and Irrigation Co. and State of Idaho Water User Claim #15-7341 appurtenant to, arising upon or decreed for use upon the real property described in the legal described above.