

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEV ✓

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): 27-11959 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

Northwest Farm Credit Services, FLCA
370 N. Meridian, Suite A
Blackfoot, ID 83221
4. Name of Water Right Owner/Claimant(s) Brian W. Esplin, et al. Brian W. Esplin
5. Expiration Date of Notification Period April 1, 2029
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Brian W. Esplin
(and title if applicable)

BK 9/23/09 #25 E035353

For Office Use Only

Received by <u>[Signature]</u>	Date <u>9-21-09</u>	Fee <u>\$25.00</u>
Received by <u>[Signature]</u>	Date <u>9-21-09</u>	Receipt No. <u>E035353</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

293392

Instrument # 606043
BINGHAM COUNTY, IDAHO
04-27-2009 03:14:18 PM No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 18.00
Ex-Officio Recorder Deputy KBell
Index To: MORTGAGE & FIXTURE FILING
Electronically Recorded by Simplifile

Customer/Note No: 062744-441-999-99

After Recording Return to: Farm Credit Services - Blackfoot Financial Services
370 N. Meridian St., Suite A
PO Box 10
Blackfoot, ID 83221.

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On April 24, 2009, Brian W. Esplin, same person as Brian Esplin and Trina L. Esplin, same person as Trina Esplin, a married couple, hereinafter called Mortgagors, whose address is *B.E. & Trina L. Esplin, same person as Trina L. Esplin,*

756 E 1000 N
Shelley, ID 83274

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Bingham County(ies), State of Idaho, more particularly described as follows:

PARCEL 1:

COMMENCING AT THE SW CORNER OF THE SE¼ OF SAID SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., AND RUNNING THENCE EAST 1274 FEET TO THE COX LATERAL CANAL; THENCE NORTHEASTERLY FOLLOWING COX LATERAL TO THE VERNON KILLPACK LEVY DITCH 2,500 FEET, MORE OR LESS; THENCE WEST FOLLOWING LEVY DITCH TO THE O.S.L. RAILROAD RIGHT-OF-WAY 1,750 FEET, MORE OR LESS; THENCE SOUTHWEST ALONG SAID RAILROAD RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY LINE OF SAID MONROE ROAD 2,700 FEET, MORE OR LESS; THENCE EAST 1,011 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION WHICH LIES IN THE FOLLOWING DESCRIBED LEGAL: A PORTION OF THE SE¼SE¼ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: STARTING AT THE SW CORNER OF THE SE¼SE¼ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., 181 FEET EAST, FROM THE MIDDLE OF THE ROAD 400 FEET NORTH, 140 FEET NW AT A 45° ANGLE, 217½ FEET NORTH, 229 FEET EAST, SOUTH 713 FEET AND 126 FEET WEST, TO THE POINT OF BEGINNING.

Mortgage (062744-441-999-99)

ALSO EXCEPTING THEREFROM: ANY PORTION LYING WITHIN THE FOLLOWING DESCRIPTION: BEGINNING AT THE SW CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$, THENCE EAST 181 FEET; THENCE NORTH 400 FEET; THENCE N. 45°00'00" W. 140 FEET; THENCE NORTH 118 FEET; THENCE AT AN ANGLE APPROXIMATELY N. 81°00'00" W. 140 FEET, MORE OR LESS, TO THE CENTER OF A CANAL; THENCE S. 06°00'00" W. 645 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE S $\frac{1}{2}$ SE $\frac{1}{4}$; THENCE EAST 104 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS EAST ALONG THE SECTION LINE 194.45 FEET AND NORTH 31.97 FEET TO A FENCE ON THE NORTHERLY RIGHT-OF-WAY OF THE COUNTY ROAD FROM THE S $\frac{1}{4}$ CORNER OF SAID SECTION 8, AND RUNNING THENCE NORTH 226.11 FEET TO A FENCE LINE; THENCE ALONG THE FENCE LINE S. 88°15'00" W. 213.19 FEET; THENCE N. 01°51'19" E. 18.47 FEET; THENCE N. 86°34'34" W. 150.22 FEET; THENCE S. 89°57'19" W. 158.48 FEET ALONG A FENCE LINE TO A FENCE CORNER; THENCE S. 28°31'16" W. 272.49 FEET ALONG A FENCE LINE TO A FENCE CORNER ON THE NORTHERLY RIGHT-OF-WAY OF A COUNTY ROAD; THENCE S. 89°20'30" E. 651.07 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PORTION OF THE W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A RIGHT-OF-WAY MARKER ON THE NORTH LINE OF THE MONROE ROAD THAT IS MARKED P.T. 30' LT. STA. 17+25.11; SAID RIGHT-OF-WAY MARKER BEING N. 89°11'45" E. ALONG THE SECTION LINE 535.42 FEET AND N. 0°48'15" W. 30 FEET FROM THE S $\frac{1}{4}$ CORNER OF SAID SECTION 8; AND RUNNING THENCE N. 89°11'45" E. ALONG THE N. LINE OF SAID MONROE ROAD 125.4 FEET; THENCE N. 1°02' E. 290.4 FEET; THENCE S. 89°15' W. 300 FEET; THENCE S. 1°02' W. 290.4 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID MONROE ROAD; THENCE EASTERLY ON A CURVE TO THE LEFT OF 57265.8 FEET RADIUS, 174.6 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF THE W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 37 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A RIGHT-OF-WAY MARKER ON THE NORTH LINE OF THE MONROE ROAD THAT IS MARKED P.T. 30' LT. STA. 17+25.11; SAID RIGHT-OF-WAY MARKER BEING N. 89°11'45" E. ALONG THE SECTION LINE 535.42 FEET AND N. 0°48'15" W. 30 FEET FROM THE S $\frac{1}{4}$ CORNER OF SAID SECTION 8; AND RUNNING THENCE N. 89°11'45" E. ALONG THE N. LINE OF SAID MONROE ROAD 125.4 FEET; THENCE N. 1°02' E. 290.4 FEET; THENCE S. 89°15' W. 300 FEET; THENCE S. 1°02' W. 290.4 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID MONROE ROAD; THENCE EASTERLY ON A CURVE TO THE LEFT OF 57265.8 FEET RADIUS, 174.6 FEET TO THE POINT OF BEGINNING.

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the dairy facility, including but not limited to all property described herein, all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and 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 therefor, 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 the "Property."

The following described Note(s), Membership Agreements, 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 Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
April 24, 2009	\$1,900,000.00	April 1, 2029

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, 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 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 or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; 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 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; and 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 waste water 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

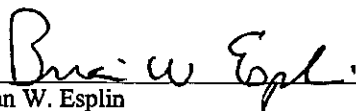
Mortgage (062744-441-999-99)

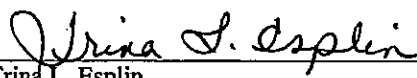
or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the 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, attorney's fees.

8. That neither Mortgagors nor, to the best of the 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 and never have leaked and 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 above, 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 above; 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 Mortgagors' obligations hereunder; and any failure of Mortgagors 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; and 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; Mortgagors have 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 Mortgagors 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, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their 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 Mortgagors become subject to the excess land limitation; if Mortgagors fail 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, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an

adjustment for wetlands), Mortgagors 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.

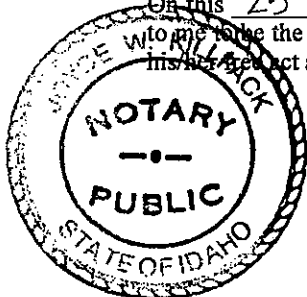
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce 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 Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract 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 Mortgagors default 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 proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence 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 five (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 the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their 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 Mortgagor warrants that Mortgagors' state of residence is the State of Idaho and Mortgagors' exact legal names are as set forth herein.
19. This mortgage secures an obligation incurred in whole or in part for construction of an improvement on the Property.


Brian W. Esplin

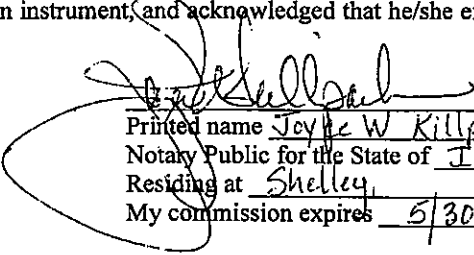

Trina L. Esplin

Mortgage (062744-441-999-99)

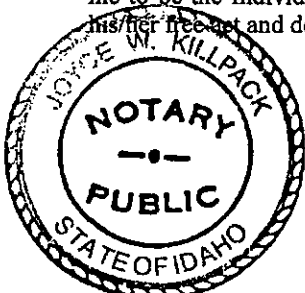
STATE OF Idaho)
County of Bingham)ss.



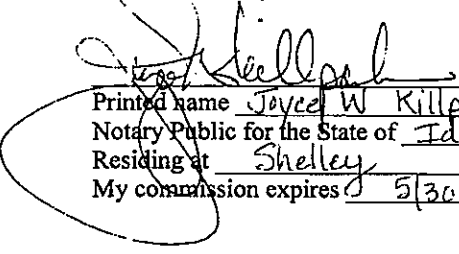
On this 25 day of April, 2009, before me personally appeared Brian W. Esplin, known to me to be the Individual who executed the within instrument, and acknowledged that he/she executed the same as his/her act and deed.


Printed name Joyce W Killpack
Notary Public for the State of Idaho
Residing at Shelley
My commission expires 5/30/2014

STATE OF Idaho)
County of Bingham)ss.



On this 25 day of April, 2009, before me personally appeared Trina L. Esplin, known to me to be the Individual who executed the within instrument, and acknowledged that he/she executed the same as his/her act and deed.


Printed name Joyce W Killpack
Notary Public for the State of Idaho
Residing at Shelley
My commission expires 5/30/2014

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.