



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

December 10, 2008

Campbell, Inc
PO Box 343
Lava Hot Springs, ID 83246

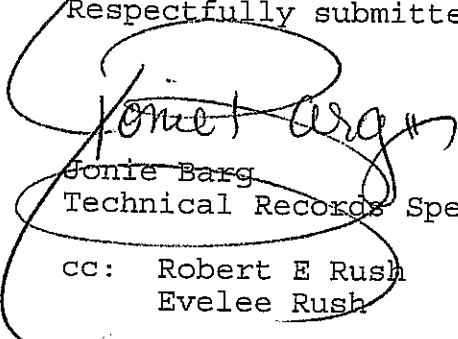
RE: Security Interest for Water Rights: 29-4212 and
29-7639

Dear Sirs:

The Idaho Department of Water Resources acknowledges receipt of you Notice of Security Interest in a Water Right, along with a Notice of Change in Water Right Ownership for Robert and Evelee Rush. As per our phone conversation on December 10, 2008, I am returning you notice of security interest, where it is already listed on our database. I am also requesting a refund in the amount of \$50.00 for receipt number E034649. The Notice of Change in Water Right Ownership will be completed as soon as possible.

If you have any questions regarding this matter, please feel free to call 525-7161.

Respectfully submitted,


Jonie Barg
Technical Records Specialist

cc: Robert E Rush
Evelee Rush



Exchange Services, Inc.

Financial Security You Can Trust

RECEIVED

DEC 10 2008

Department of Water Resources
Eastern Region

RECEIVED

DEC 10 2008

Department of Water Resources
Eastern Region

December 9, 2008

Sent Certified Return Receipt Requested

Attn: Joni
IDWR Eastern Region
900 N Skyline Dr., Ste A
Idaho Falls, ID 83402-1718

RE: Water Right No.'s 29-4212 & 29-7639

Dear Joni,

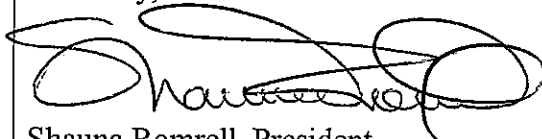
As per our telephone conversation this morning, enclosed please find the following items:

Notice of Security Interest in a Water Right
Copy of the recorded Deed of Trust
Notice of Change in Water Right Ownership
Copy of recorded Special Warranty Deed

In addition to these items, I have enclosed our check in the sum of \$100.00 to cover the fees we discussed in our conversation.

Thank you for your assistance in this matter, and please let me know if you have any questions or need further information.

Sincerely,



Shauna Romrell, President
Exchange Services, Inc.

Skr/enclosures

580 Jensen Grove
P.O. Box 339
Blackfoot, Idaho 83221

Phone 208-785-2515
Fax 208-785-2575
Toll Free 888-785-2515

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 10 2008
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 29-4212 AND 29-7639

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

CAMPBELL, INC.

Box 343
Lava Hot Springs Id 83246

4. Name of Water Right Owner/Claimant(s)

ROBERT E. RUSH AND EVELEE HILL RUSH

5. Expiration Date of Notification Period On or Before 12/4/2007

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest holder(s)
(and title if applicable)

Eleanor Campbell Sec & Treas
Scott Campbell Pres
Mark Wayne Campbell President

For Office Use Only

Received by [Signature]

Date 12-10-08

Received by [Signature]

Date 12-10-08

Processed by [Signature]

Date 12-10-08

Fee \$100.00 (\$50 for o/c \$50)

Receipt No. E034649

WR Security Interest

Date 12-10-08

E034649

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), **Idaho Code**. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 East Center
Pocatello, ID 83201

OFFICIAL RECORD EX# 902
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 21 DEPUTY me

FIRST AMERICAN TITLE

20728729

2007 DEC -4 P 2:27

Space Above This Line for Recorder's Use Only

File No. 234029-P (ts)

DEED OF TRUST

THIS DEED OF TRUST, made this **December 4, 2007**, between **Exchange 07-3860, LLC, an Idaho Limited Liability Company**, herein called GRANTOR(S), whose address is **P.O. Box 339, Blackfoot, Idaho 83221**, and **First American Title Company**, herein called TRUSTEE, and **Campbell, Inc.**, herein called BENEFICIARY, whose address is **P.O. Box 67, Lava Hot Springs, ID 83246**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Bannock**, State of **Idaho**, described as follows and containing not more than Forty acres in area:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **seven hundred forty thousand Dollars (\$740,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **December 4, 2027**.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

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20728729

Date: December 03, 2007

Deed of Trust - continued

File No.: 234029-P (ts)

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other Insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who

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20728729

Date: December 03, 2007

Deed of Trust - continuad

File No.: 234029-P (ts)

- may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
 5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or

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Date: December 03, 2007

Deed of Trust - continued

File No.: 234029-P (ts)

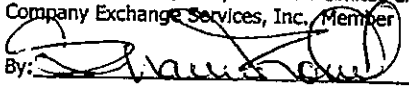
facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the note rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Exchange 07-3860, LLC., an Idaho Limited Liability
Company Exchange Services, Inc. Member

By: 

It's Recorded

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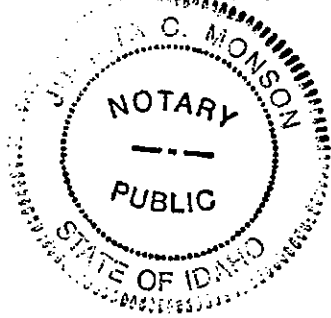
Date: December 03, 2007

Deed of Trust - continued

File No.: 234029-P (12)

STATE OF Idaho)
SS.
COUNTY OF Bannock)

On this Fourth day of December, 2007, before me, a Notary Public in and for said State, personally appeared Shanna R. Kopp, known or identified to me to be the Vice President of the corporation who executed the Instrument on behalf of said corporation as one of the Managers/Members of the **Exchange 07-3860, LLC and Idaho Limited Liability Company**, and acknowledged to me that she executed the same as Vice President of the corporation, as member of Exchange 07-3860, LLC, an Idaho Limited Liability Company.



Shanna R. Kopp
Notary Public of Idaho
Residing at: Blackfoot
Commission Expires: 9-18-2010

20728729

EXHIBIT A

PARCEL 1:

A TRACT OF LAND LOCATED IN THE SE1/4 SE1/4 OF SECTION 21, TOWNSHIP 9 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50 FEET EAST FROM THE SOUTHEAST CORNER OF BLOCK 1, HALL'S FIRST ADDITION TO HALL CITY, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 1 OF PLATS, PAGE 48, RECORDS OF BANNOCK COUNTY, IDAHO, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF MAIN STREET, 150 FEET; THENCE IN A NORTHERLY DIRECTION AT RIGHT ANGLES TO LAST DESCRIBED LINE A DISTANCE OF 110 FEET; THENCE IN A WESTERLY DIRECTION AT RIGHT ANGLES TO LAST DESCRIBED LINE TO EASTERLY BOUNDARY LINE OF THIRD AVENUE EAST A DISTANCE OF 150 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG EAST BOUNDARY LINE OF THIRD AVENUE EAST, 110 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND LOCATED IN THE SE1/4 SE1/4 SECTION 21, TOWNSHIP 9 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 200 FEET EAST OF SOUTHEAST CORNER OF BLOCK 1 OF HALL'S FIRST ADDITION TO HALL CITY, WITHIN CITY LIMITES OF INCORPORATED VILLAGE OF LAVA HOT SPRINGS, COUNTY OF BANNOCK, STATE OF IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT OF SAID FIRST ADDITION TO HALL CITY, FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID BANNOCK COUNTY; RUNNING THENCE EAST 60 FEET, FOLLOWING NORTH SIDE OF MAIN STREET WHEN CONTINUED; THENCE AT RIGHT ANGLES NORTH 110 FEET; THENCE AT RIGHT ANGLES WEST 60 FEET; THENCE AT RIGHT ANGLES SOUTH 110 FEET TO THE POINT OF BEGINNING.

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20728729

Date: December 03, 2007

Deed of Trust - continued

File No.: 234029-P (ts)

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST	
_____, Idaho _____, 20____	
To: _____, Trustee	
You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to _____.	
The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.	
Address: _____	By: _____
_____	By: _____
Telephone _____	