RECEIVED

NOV 2 3 2022

Department of Water Resources
Eastern Region

Form 42-248(9) 3/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
34-14408 OK	34-14413 OK	34-10303 OK	
34-14409 OK	34-14414 OK		
34-14410 OK	34-14415 OK		
34-14411 OK	34-10206 OK		
34-14412 OK	34-10302 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

   USDA, Farm Service Agency
   725 Jensen Grove Dr. Ste. 2
   Blackfoot, ID 83221

   Phone _____

   Email _____

4. Name of Water Right Owner/Claimant(s) Douglas and Danielle Smith

5. Expiration Date of Notification Period _____

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

7. Signature(s) of Security Interest Holder(s) Brittany Ward

   Title, if applicable Farm Loan Officer

For Office Use Only

Receipted by M. Lotts Date 11-23-22 Receipt No. E048757 Fee 275.00

Processed by AJ _____ Date _____ WR JB Date 11/28/2022

SUPPORT DATA

IN FILE # 34-10206

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
03:40:56 PM 11-14-2022
0000-060752
No. Pages: 8 Fee: $45.00
SHELLY SHAFFER
County Clerk
Deputy: KG

This mortgage is junior and subordinate to only those mortgages executed by Do
and Danielle Lyn Smith and delivered to Idaho Ag Credit, FLCA, dated 11/8/2
Instrument No. 60750 and dated 11/8/22, and recorded as Instrument No.
60751.

THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING.

Position 5

Form Approved – OMB No. 0560-0237

FSA-2029 ID
(05-04-18)

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

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on NOVEMBER 10, 20 22. The mortgagor is DOUGLAS BRANDON SMITH AND DANIELLE LYN SMITH, HUSBAND AND WIFE ("Borrower") whose mailing address is 4613 W 10800 N TREMONTON, UT 84337. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 725 JENSEN GROVE DR. STE 2, BLACKFOOT, ID 83221

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

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
11/10/2022	$600,000.00	2.500%	11/01/2052

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

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

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

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

See attached Exhibit A for legal description.

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

DB DS 11/10/22

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

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

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

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

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

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

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

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.
8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DOUGLAS BRANDON SMITH (SEAL)

(SEAL)

DANIELLE LYN SMITH (SEAL)

(SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO }
COUNTY OF Bingham } ss. (Individual)

On this 10TH day of NOVEMBER 2022, before me personally appeared DOUGLAS BRANDON SMITH AND DANIELLE LYN SMITH, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

01-14-2025

NOTARY PUBLIC

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

Notes: Page 6 of 7, and page 7 of 7apply to entities and will not be recorded for individuals.
Page 7 of 7 contains the privacy act paperwork reduction act and USDA nondiscrimination statements and will not be recorded.

Initial DBS date 11/10/22

STATE OF IDAHO

COUNTY OF _____ } *ss.* (Limited Liability Company)

On this _____ day of _____ , in the year of 20 ____ , personally appeared before me, _____ , known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

_____

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 764, 7 CFR Part 765, 7 CFR Part 766, the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to establish the borrower's agreement to the terms and conditions for obtaining the requested FSA Farm Loan Programs benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the requested FSA Farm Loan Programs benefits.*

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Initial _____ date 11/10/22

STATE OF IDAHO
} ss. (Corporation)
COUNTY OF _____

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

My commission expires:

_____

_____
NOTARY PUBLIC

STATE OF IDAHO
} ss. (Partnership)
COUNTY OF _____

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

My commission expires:

_____

_____
NOTARY PUBLIC

Initial _____ date 11/10/22

FSA-2029 ID

Exhibit 'A'

Legal Description:

Township 5 North, Range 26 E.B.M., Butte County, Idaho

Section 7: Lots 6 and 7

Section 8: All that portion of the SW¼ of Section 8, lying west of U.S. Highway 93A.

Section 17: NW¼; E½SW¼; and that portion of the E½ lying West of U.S. Highway 93A, Excepting therefrom: Commencing at a point S. 89°53' W. along the Section line 269.6 feet from the SE corner of said Section 17, said point being the intersect point of the Section line and the West right-of-way of Highway 93A, and running thence N. 22°47' W. along said right-of-way 556.00 feet; thence S. 67°13' W 1315.30 feet; thence N. 89°53' E. along the Section line 1428.00 feet to the real point of beginning.

Section 18: Lots 1 and 2

TOGETHER WITH ALL WATER, DITCH RIGHTS, AND ALL IRRIGATION EQUIPMENT OF EVERY KIND AND CHARACTER AND ADDITIONS THERETO AND REPLACEMENTS NOW OR HEREAFTER OWNED AND USED IN THE IRRIGATION OF THE ABOVE PREMISES, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

WATER RIGHTS:

- 34-14408 Ground Water decreed 12/31/1976
- 34-14409 Big Lost River decreed 9/1/1896
- 34-14410 Big Lost River decreed 6/1/1890
- 34-14411 Ground Water decreed 11/30/1954
- 34-14412 Ground Water decreed 5/1/1961
- 34-14413 Ground Water decreed 12/19/1967
- 34-14414 Ground Water decreed 6/29/1972
- 34-14415 Big Lost River decreed 6/10/1895
- 34-10206 Ground Water decreed 5/1/1951
- 34-10302 Ground Water decreed 12/31/1970
- 34-10303 Ground Water decreed 12/31/1957

IRRIGATION EQUIPMENT:

- 5 Valley Pivots
  - 1 nine-tower ½ windshield pivot
  - 2 seven-tower center pivots
  - 2 five-tower windshield pivots
- 4 Wheel lines
- 11,100 feet (approximately) of buried PVC mainline
- 3 Wells and 1 Pump Station
  - Well 1: 100 horsepower Newman electric motor on a Layne and Bowler turbine-style pump with a dragon filter
  - Well 2: 75 horsepower Newman electric motor on a Layne and Bowler turbine-style pump
  - Well 3: 100 horsepower General Electric motor on a Layne and Bowler turbine-style pump, rewound in 2021
  - Pump 1: 40 horsepower General Electric motor on a Johnston turbine-style pump with a dragon filter

Initials _____ Date 11/10/22

RECEIVED
NOV 17 2022
Department of Water Resources
Eastern Region

Form 42-248(6) 2/14

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
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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

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

Phone 208.785-1510
Email

4. Name of Water Right Owner/Claimant(s) Douglas Brandon Smith and Danielle Lyn Smith, h/w

5. Expiration Date of Notification Period November 1, 2052

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

7. Signature(s) of Security Interest Holder(s)

Avery Robertson, Assistant Branch Manager
Title, if applicable

For Office Use Only

$275. - for this app

Receipted by M. Pettis Date 11-17-22 Receipt No. E048734 Fee 550.00
Processed by AJ Date WR 34-B Date 11/29/2022

SUPPORT DATA
IN FILE # 34-10206

SCANNED
NOV 29 2022

Form 42-248(6) 2/14

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 Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

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

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Date: November 8, 2022

Loan: 0006623980 - 5523532101

WHEN RECORDED MAIL TO:
Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
03:31:25 PM 11-14-2022
0000-060750
No. Pages: 8 Fee: $45.00
SHELLY SHAFFER
County Clerk
Deputy: KG

1069492

1. THIS MORTGAGE is made this November 8, 2022 between Douglas Brandon Smith, aka Doug Smith, aka Douglas B. Smith, and Danielle Lyn Smith, aka Danielle Smith, aka Danielle L. Smith, husband and wife, whose address is 4613 W 10800 N Tremonton, UT 84337 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Butte, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

WATER RIGHTS:
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14408, Priority Date December 31, 1976, for 1.31 CFS, for 541.00 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14409, Priority Date September 1, 1896, for 0.81 CFS, for 40.50 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14410, Priority Date June 1, 1890, for 0.75 CFS, for 37.70 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14411, Priority Date November 30, 1954, for 4.14 CFS, for 289.80 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14412, Priority Date May 1, 1961, for 2.58 CFS, for 144.50 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14413, Priority Date December 19, 1967, for 3.31 CFS, for 165.60 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14414, Priority Date June 29, 1972, for 0.37 CFS, for 34.10 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-14415, Priority Date June 10, 1895, for 4.42 CFS, for 221.80 acres.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-10206, Priority Date May 1, 1951, for 0.02 CFS, for up to 30 range cattle.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-10302, Priority Date December 31, 1970, for 0.04 CFS, for up to 100 cattle.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 34-10303, Priority Date December 31, 1957, for 0.04 CFS, for up to 100 cattle.

Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:
a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth **(notes may contain variable or adjustable rate provisions):**

Date of Note	Maturity Date	Amount of Note
November 8, 2022	November 1, 2052	$1,437,000.00

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b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; c) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; d) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and e) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

6. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

a) To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

b) To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

c) To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

d) To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

e) To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

f) In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

g) Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor 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 Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; 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, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

h) To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

i) Environmental Representations, Warranties and Covenants.

1) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(a) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(b) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or

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concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(f) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

2) Nothing herein shall be deemed to prohibit Mortgagor from (a) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (b) storing or treating non-hazardous wastes, so long as such activities are carried out in a good and husbandlike manner in the ordinary course of business, and in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

3) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

4) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (a) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (b) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

5) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

6) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

7) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (a) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (b) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (c) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision 7), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

j) Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

1) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

2) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

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3) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

4) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

7. IT IS MUTUALLY AGREED THAT:

a) Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

b) At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may 1) consent to or join in the making of any map or plat of the Property; 2) grant any easement or create any restriction thereof; 3) subordinate this Mortgage; 4) extend or modify the term of the loan or loans secured hereby; and 5) release without warranty, all or any part of the Property.

c) Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee 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 the 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 attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

d) The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

e) Upon default by Mortgagor 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 Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

f) The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

g) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

h) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of 1) the groundwater on, under, pumped from or otherwise available to the Property, 2) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights

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granted or created by any easement, covenant, agreement or contract with any person or entity, 3) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Douglas Brandon Smith

Danielle Lyn Smith

ACKNOWLEDGMENT.

State of Idaho, County of Bingham, ss.

This record was acknowledged before me on November 10, 2022 by Douglas Brandon Smith and Danielle Lyn Smith, husband and wife.

Juanita Monson
Notary Public for the State of Idaho

My commission expires: 01-14-2025

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
NOV 29 2022

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED NOVEMBER 8, 2022

Doug Smith
Loan: 0006623980 - 5523532101

REAL ESTATE DESCRIPTION:
Township 5 North, Range 26 E.B.M., Butte County, Idaho

Section 7: Lots 6 and 7

Section 8: All that portion of the SW¼ of Section 8, lying west of U.S. Highway 93A.

Section 17: NW¼; E½SW¼; and that portion of the E½ lying West of U.S. Highway 93A,
Excepting therefrom: Commencing at a point S. 89°53' W. along the Section line 269.6 feet from the SE corner of said Section 17, said point being the intersect point of the Section line and the West right-of-way of Highway 93A, and running thence N. 22°47' W. along said right-of-way 556.00 feet; thence S. 67°13' W 1315.30 feet; thence N. 89°53' E. along the Section line 1428.00 feet to the real point of beginning.

Section 18: Lots 1 and 2

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:
IRRIGATION EQUIPMENT:
5 - Valley pivots
1 nine-tower 1/2 windshield pivot
2 seven-tower center pivots
2 five-tower windshield pivots
4 - Wheel lines
11,100 feet (approximately) of buried PVC mainline
3 - Wells and 1 Pump Station:
Well 1: 100 horsepower Newman electric motor on a Layne and Bowler turbine-style pump with a dragon filter
Well 2: 75 horsepower Newman electric motor on a Layne and Bowler turbine-style pump
Well 3: 100 horsepower General Electric motor on a Layne and Bowler turbine-style pump
Pump 1: 40 horsepower General Electric motor on a Johnston turbine-style pump with a dragon filter

Douglas Brandon Smith

Danielle Lyn Smith

SCANNED
NOV 29 2022

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
NOV 17 2022
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-14408 OK	Yes ☐	Yes ☐	34-14413 OK	Yes ☐	Yes ☐
34-14409 OK	Yes ☐	Yes ☐	34-14414 OK	Yes ☐	Yes ☐
34-14410 OK	Yes ☐	Yes ☐	34-14415 OK	Yes ☐	Yes ☐
34-14411 OK	Yes ☐	Yes ☐	34-10206 OK	Yes ☐	Yes ☐
34-14412 OK	Yes ☐	Yes ☐	34-10302 OK	Yes ☐	Yes ☐

2. Previous Owner's Name: Terry Lynn Smith & Phyllis Jean Smith
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Douglas Brandon Smith and Danielle Lynn Smith
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ■ **or**

   4613 W 10800 N (Mailing address) | Tremonton (City) | UT (State) | 84337 (Zip)

   801-888-0422 (Telephone) | danielle@bhmh.com (Email)

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

     SUPPORT DATA IN FILE # 34-10206
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 11/10/22 (Date)
   Douglas Brandon Smith (Print name)

   Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 11/10/22 (Date)
   Danielle Smith (Print name)

For IDWR Office Use Only: $275. - for this app

Receipted by M. Pettis Date 11-17-22 Receipt No. E048734 Receipt Amt. 550.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 11/28/2022

SCANNED NOV 29 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the Water Right and Adjudication Search.

Please note:

- Unlike licensed or decreed water rights and water right permits, which are real property, applications for new water right permits, applications to transfer existing water rights, and other applications are considered the personal property of the applicants. Applicants must assign their interest in an application to the new applicant. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. There is no charge for assignments of applications.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

   If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

   If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.

3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.

4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-10303 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Terry Lynn Smith & Phyllis Jean Smith
   Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Douglas Brandon Smith and Danielle Lynn Smith
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ■ **or**

4613 W 10800 N	Tremonton	UT	84337
Mailing address	City	State	Zip
801-888-0422	danielle@bhmh.com		
Telephone	Email		

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____.
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 11/10/22 (Date)
   Douglas Brandon Smith (Print name)
   Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 11/10/22 (Date)
   DanielleSmith (Print name)

For IDWR Office Use Only:

Receipted by_____ Date_____ Receipt No._____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9_____ Approved by_____ Processed by_____ Date SCANNED

NOV 2 9 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
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NO. 0050114
RECORDED

NOV 29 2012

11:06 A.M. P.M.
BUTTE COUNTY RECORDER

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED, Terry L. Smith, a married man, the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM, unto Terry Lynn Smith and Phyllis Jean Smith, husband and wife, whose current address is 3403 North U.S. Highway 93, Moore, ID 83255, the following described real estate situated in Township 5 North, Range 26 E.B.M., Butte County, State of Idaho, to-wit:

Section 7: Lots 6 and 7.

Section 8: All that portion of the SW1/4 Section 8, lying West of U.S. Highway 93A.

Section 17: NW1/4; E1/2 SW1/4; and that portion of the E1/2 lying West of U.S. Highway 93A,
EXCEPTING THEREFROM: Commencing at a point S. 89°53' W. along the Section line 269.6 feet from the SE corner of said Section 17, said point being the intersect point of the Section line and the West right-of-way of Highway 93A, and running thence N.22°47'W. along said right-of-way 556.00 feet; thence S.67°13'W 1315.30 feet; thence N.89°53'E. along the Section line 1428.00 feet to the real point of beginning.

Section 18: Lots 1 and 2.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED this 28th day of November, 2012.

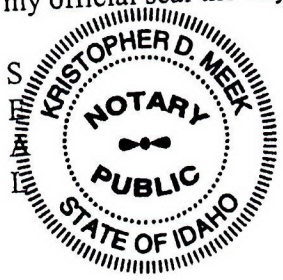
Terry L. Smith

SCANNED
NOV 29 2022

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 28th day of November, 2012, before me, Kristopher D. Meek, a Notary Public in and for said State, personally appeared Terry Lynn Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first-above written.



Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: June 25, 2013

Filed: 02/05/2021 11:48:58
Seventh Judicial District, Butte County
Shelly Blackner, Clerk of the Court
By: Deputy Clerk - Bragg, Candy

KELLY C. STEVENSON, ISB# 10958
JONES♦WILLIAMS♦FUHRMAN♦GOURLEY, P.A.
The 9th and Idaho Center
225 N. 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83702
Telephone (208)331-1170
Facsimile (208)331-1529
kstevenson@idalaw.com

STATE OF IDAHO } ss
COUNTY OF BUTTE }
I certify that the foregoing is a full, true and correct copy of the original on file in this office.
DATED 2/11/2021 9:07:10 AM
Shelly Blackner
SHELLY BLACKNER, Clerk of the District Court
By Shelbi Carey
Deputy

MAGISTRATE DIV. DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
BUTTE COUNTY IDAHO

BUTTE COUNTY
Recorded for:
Jones Williams Fuhrman Gour
10:29:30 AM 02-11-2021
0000-059075
No. Pages: 5 Fee: $22.00
SHELLY SHAFFER
County Clerk
Deputy: KG

Attorney for Petitioner, Phyllis J. Smith

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

IN THE MATTER OF THE ESTATE OF TERRY LYNN SMITH Deceased.	CASE NO. CV12-21-0008 AMENDED DECREE VESTING ESTATE IN SURVIVING SPOUSE (I.C. 15-3-1205)

Upon consideration of the Petition for Summary Administration of Estate of Which Surviving Spouse is Sole Beneficiary filed by Phyllis J. Smith on January 19, 2021 the Court finds that:

1. The facts set forth in the Petition are true.

2. The required notice has been given or waived.

3. The decedent, Terry Lynn Smith, died on July 19, 2020, domiciled in Butte County, Idaho.

4. Venue is proper.

5. The decedent and Phyllis J. Smith were married in St. George, Utah on July 5, 1996, and remained married until the date of the decedent's death.

SCANNED
NOV 2 9 2022

6. The surviving spouse, Phyllis J. Smith, is the sole devisee of the decedent's Estate.

7. The decedent died testate, leaving a will dated November 28, 2012. The will was validly executed and is the last will of the decedent. The will has been submitted to the Court.

8. The **Schedule A** attached to this Decree is a full and complete inventory of the property owned by the decedent and properly characterizes the property as community or separate property.

THEREFORE, it is ordered, adjudged, and decreed as follows:

1. Phyliss J. Smith is the surviving spouse of the decedent and is the sole devisee of the decedent's estate.

2. The property of the decedent described on the **Schedule A** attached to this Decree is hereby vested in and distributed to Phyllis J. Smith free and clear of all right, title, claim or demand of any person or persons claiming or attempting to claim under the estate of the decedent as heir, devisee, or otherwise, except as a proper creditor. All income and gain derived from such property shall be the sole and separate property of said surviving spouse.

3. The surviving spouse shall assume and be liable for any and all indebtedness that might be a claim against the estate of the decedent.

4. There shall be no administration of the estate of the decedent.

DATED this February 5, 2021

2/5/2021 11:45 AM

Ralph Saxon

MAGISTRATE

MAGISTRATE DIV. DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
BUTTE COUNTY IDAHO

SCANNED
NOV 29 2022

SCHEDULE A

Butte County Real Property:

An undivided interest in and to that certain real property situated in Township 5 North, Range 26 E.B.M., Butte County, State of Idaho, to wit:

Section 7: Lots 6 and 7.

Section 8: All that portion of the SW1/4 Section 8, lying West of U.S. Highway 93A.

Section 17: NW1/4; E1/2 SW1/4; and that portion of the E1/2 lying West of U.S. Highway 93A,
EXCEPTING THEREFROM: Commencing at a point S. 89°53' W. along the Section line 269.6 feet from the SE corner of said Section 17, said point being the intersect point of the Section line and the West right-of-way of Highway 93A, and running thence N.22°47'W. along said right-of-way 556.00 feet; thence S.67°13'W 1315.30 feet; thence N.89°53'E. along the Section line 1428.00 feet to the real point of beginning.

Section 18: Lots 1 and 2.

Together with all tenements, hereditaments, and appurtenances thereto.

In addition, an undivided interest in and to that certain real property located in Butte County, State of Idaho, more particularly described as:

The NW corner of the NW1/4 of the NE1/4 Township 5 North Range 26 East, from this mid-section point on the north boundary of Section 17, 166 feet South 18 degrees East to the point of beginning, thence S 22 degrees E, 807 ft. to a point, thence S 60 degrees W, 270 feet to a point, thence N 22 degrees W, 807 feet to a point, thence N 60 degrees E, 270 feet back to the point of beginning. An area of 5 acres M/L.

Together with all tenements, hereditaments, and appurtenances thereto.

Personal Property:

All tangible and intangible personal property, including but not limited to: checking and savings accounts, investment accounts, farm equipment, and farm implements (including any and all vehicles held in the joint names of Phyllis J. Smith and Terry L. Smith).

SCANNED
NOV 29 2022

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 2/5/2021, I caused a true and correct copy of the above and foregoing document to be served upon the person(s) listed below by the following method:

Kelly C. Stevenson, ISB # 10958 Jones Williams Fuhrman Gourley, P.A. 225 N. 9th Street, Boise, Idaho, 83702 P: (208) 331-1170 Attorneys for Phyllis J. Smith	☐ ☐ ☐ ☑ kstevenson@idalaw.com	Hand Delivered U.S. Mail Facsimile: (208) 331-1529 Email/iCourt:
Phyllis J. Smith 3403 North Highway 93 Moore, Idaho 83255	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail
Douglas Smith 2458 N. 3550 W. Plain City, UT 84404	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail
KayLynn Love 2458 N. 3550 W. Plain City, UT 84404	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail
Taralee Smith 3101 E. Ashland City Road Clarksville, TN 37043	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail
Kimberly Wood 486 S. Main St. Garland, UT 84312	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail
Allen Wilkie 10940 E. Mercury Drive Apache Junction, AZ 85220	☐ ☑ ☐ ☐	Hand Delivered U.S. Mail Facsimile Overnight Mail

SCANNED

NOV 2 9 2022

Carrie Poindexter
3403 North Highway 93
Moore, Idaho 83255

- ☐ Hand Delivered
- ☑ U.S. Mail
- ☐ Facsimile
- ☐ Overnight Mail

2/5/2021 11:51:19 AM

Candy Bragg
CLERK

MAGISTRATE DIV. DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
BUTTE COUNTY IDAHO

SCANNED
NOV 2 9 2022

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

BUTTE COUNTY
Recorded for:
Flying S Title and Escrow - BI
03:31:21 PM 11-14-2022
0000-060749
No. Pages: 3 Fee: $15.00
SHELLY SHAFFER
County Clerk
Deputy: KG

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1069492-B (jcm)** Date: **November 09, 2022**

For Value Received, **Phyllis Jean Smith, an unmarried woman, also shown of record as Phyllis J. Smith**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Douglas Brandon Smith and Danielle Lyn Smith, husband and wife**, hereinafter called the Grantee, whose current address is **4613 West 10800 North, Tremonton, UT 84337**, the following described premises, situated in **Butte** County, **Idaho,** to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

SCANNED
NOV 29 2022

Phyllis Jean Smith

Phyllis Jean Smith

STATE OF Idaho)
ss.
COUNTY OF Butte)

On this **9th day of November, 2022**, before me, a Notary Public in and for said State, personally appeared **Phyllis Jean Smith**, known or identified to me 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.

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

Juanita Monson

Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 01/14/2025

EXHIBIT A

Township 5 North, Range 26 E.B.M., Butte County, Idaho

Section 7: Lots 6 and 7

Section 8: All that portion of the SW¼ of Section 8, lying west of U.S. Highway 93A.

Section 17: NW¼; E½SW¼; and that portion of the E½ lying West of U.S. Highway 93A, Excepting therefrom: Commencing at a point S. 89°53' W. along the Section line 269.6 feet from the SE corner of said Section 17, said point being the intersect point of the Section line and the West right-of-way of Highway 93A, and running thence N. 22°47' W. along said right-of-way 556.00 feet; thence S. 67°13' W 1315.30 feet; thence N. 89°53' E. along the Section line 1428.00 feet to the real point of beginning.

Section 18: Lots 1 and 2

SCANNED

NOV 2 9 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 29, 2022

IDAHO AG CREDIT FLCA
PO BOX 985
BLACKFOOT ID 83221-0985

RE: Notice of Security Interest for Water Right/Permit No(s): 34-10206, 34-10302, 34-10303, 34-14408, 34-14409, 34-14410, 34-14411, 34-14412, 34-14413, 34-14414, 34-14415

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: DOUGLAS BRANDON SMITH
DANIELLE LYNN SMITH
USDA FARM SERVICE AGENCY

SCANNED
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IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 28, 2022

USDA FARM SERVICE AGENCY
725 JENSEN GROVE DR STE 2
BLACKFOOT ID 83221-1636

RE: Notice of Security Interest for Water Right/Permit No(s): 34-10206, 34-10302, 34-10303, 34-14408, 34-14009, 34-14010, 34-14411, 34-14412, 34-14413, 34-14414, 34-14415

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: DOUGLAS BRANDON SMITH
DANIELLE LYNN SMITH

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 28, 2022

DOUGLAS BRANDON SMITH
DANIELLE LYNN SMITH
4613 W 10800 N
TREMONTON UT 84337-8720

Re: Change in Ownership for Water Right No(s): 34-10206, 34-10302, 34-10303, 34-14408, 34-14009, 34-14010, 34-14411, 34-14412, 34-14413, 34-14414, 34-14415

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: USDA FARM SERVICE AGENCY
WATER DISTRICT 34
BIG LOST RIVER GROUND WATER DISTRICT

SCANNED
NOV 29 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 21, 2022

DOUGLAS BRANDON SMITH
DANIELLE LYNN SMITH
4613 W 10800 N
TREMONTON UT 84337

RE: Change in Ownership Water Right No. 34-14408, 34-14409, 34-14410, 34-14411, 34-14412, 34-14413, 34-14414, 34-14415, 34-10206, 34-10302, 34-10303

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Ownership:** The department acknowledges receipt of a deed going into Terry and Phyllis Smith. Then a copy of a Decree vesting estate to surviving spouse being Phyllis Smith, however the application shows the new owner as Douglas and Danielle Smith. In order to update the water rights into the name of Douglas and Danielle Smith a copy of a vesting deed or other legal document indicating your ownership is required.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

cc: Idaho AgCredit FLCA

SCANNED
NOV 29 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 17, 2022

IDAHO AGCREDIT FLCA
PO BOX 985
BLACKFOOT ID 83221

RE: Security Interest in Water Right No. 34-14408, 34-14409, 34-14410, 34-14411, 34-14412, 34-14413, 34-14414, 34-14415, 34-10206, 34-10302, 34-10303

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Security Interest.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Security Interest:** Please provide a copy of the recorded Mortgage or Deed of Trust indicating your interest in the property and/or water rights listed above.

Because the Department cannot process the security interest without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

SCANNED
NOV 29 2022