

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 12 2022

Department of Water Resources
Eastern Region

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?
32-2000A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
32-2056A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dusty Shifflett and Susan Shanton Shifflett
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Susan Kay Shifflett
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

33 Shifflett Lane
Mailing address
208-201-5444
Telephone

Dubois ID 83423
City State Zip
Susie Shifflett@gmail.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.
☐ 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.

SUPPORT DATA

IN FILE # 32-2000A

8. Signature: Susan K Shifflett
Signature of new owner/claimant
Susan K Shifflett
Print name

Title, if applicable

Date 8/31/22

Signature: _____
Signature of new owner/claimant
Print name

Title, if applicable

Date

Received by JB Date 9/12/2022

For IDWR Office Use Only:
Receipt No. E048492

Receipt Amt. \$100.-

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

Refund Requested 11/7/2022

NOV 07 2022

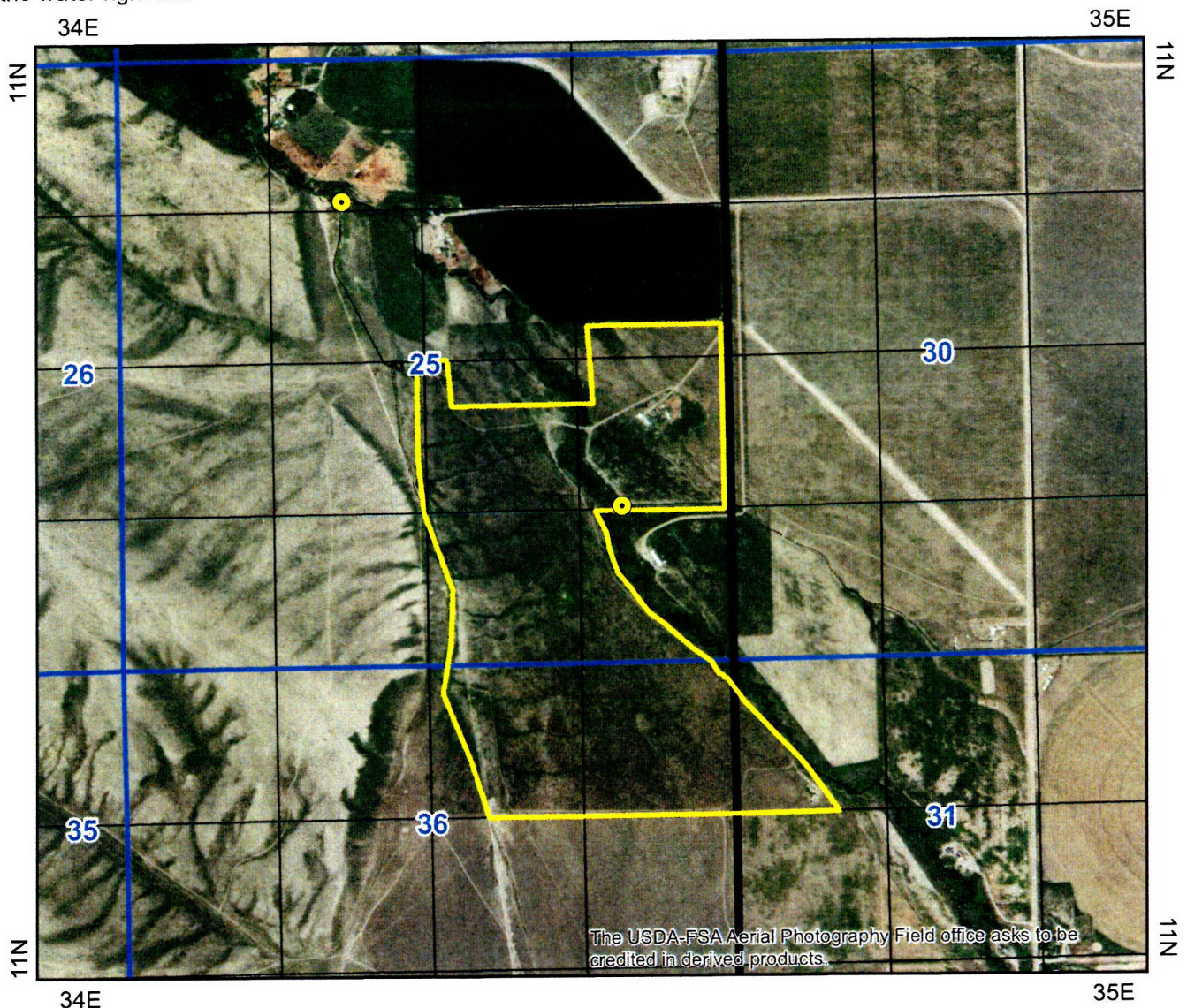
Returned Unprocessed.
\$50.- for this app.

State of Idaho
Department of Water Resources

Water Right 32-2000A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.175 0.35 0.7 Miles

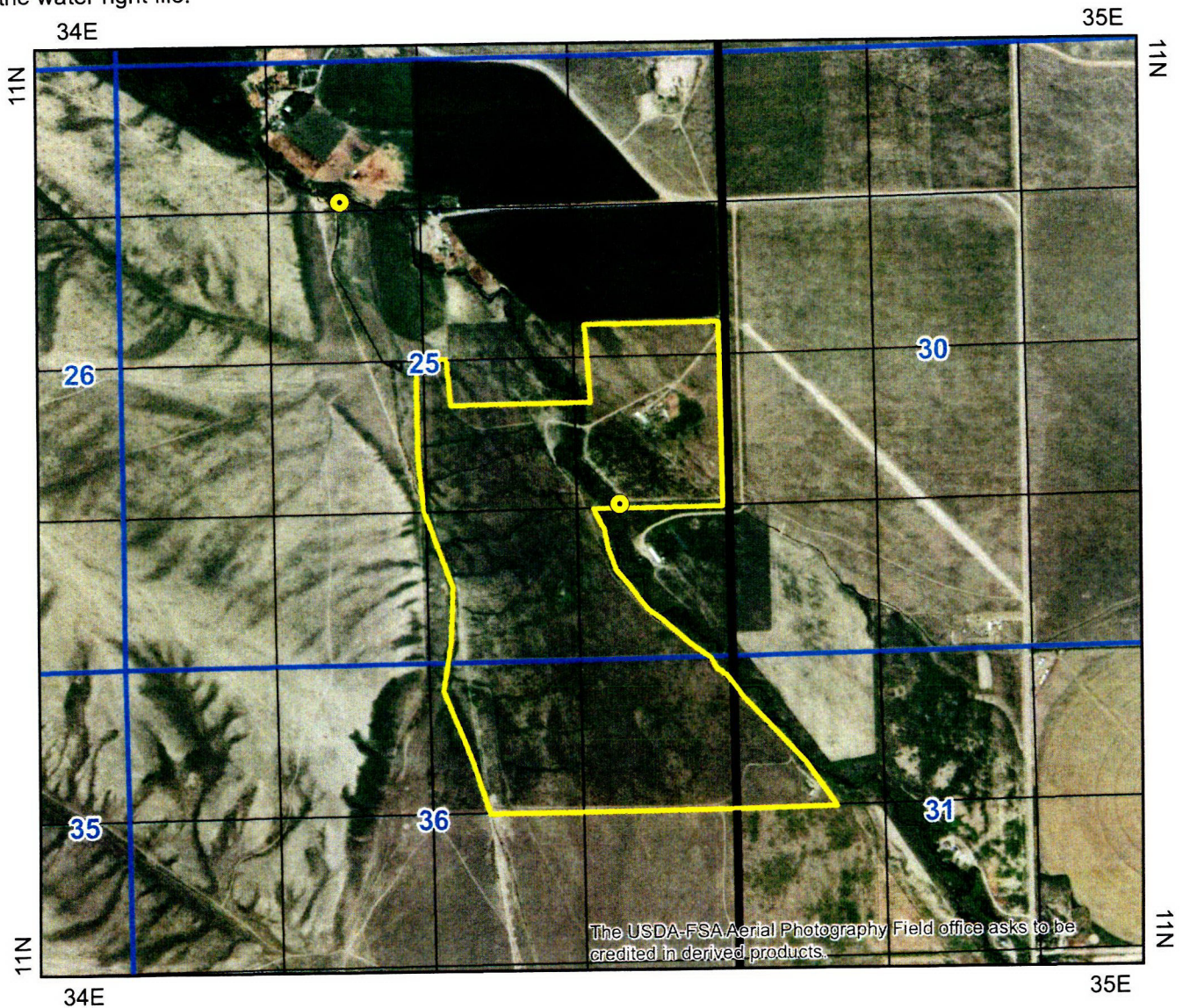


State of Idaho
Department of Water Resources

Water Right
32-2056A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.175 0.35 0.7 Miles



Instrument # 59005

DUBOIS, CLARK, IDAHO
8-18-2022 01:46:23 PM No. of Pages: 4
Recorded for : HAND DELIVERED/SUSIE SHIFFLETT
CAMILLE MESSICK Fee: 19.00
Ex-Officio Recorder Deputy

Filed: 08/17/2022 16:09:15
Seventh Judicial District, Clark County
Camille Messick, Clerk of the Court
By: Deputy Clerk - Cross, Katie

David A. Johnson, Esq., ISB #3319
David A. Johnson, P.A.
477 Shoup Ave., Suite 205
PO Box 52251
Idaho Falls, ID 83405-2251
Telephone 208-535-1000
Facsimile 208-535-1014
Email: dave@attorneyidaho.com
iCourts: courts@attorneyidaho.com

Attorney for Petitioner

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CLARK**

SUSAN KAY SHENTON SHIFFLETT,

Petitioner,

vs.

DUSTY LEE SHIFFLETT,

Respondent.

Case No: CV17-21-001

JUDGMENT OF DIVESTITURE

JUDGMENT IS ENTERED AS FOLLOWS:

1. Pursuant to Rule 821 of the Idaho Rules of Family Law Procedure, the Court hereby divests Dusty Lee Shifflett of title and all interest in the real properties located in Clark County, Idaho located at 33 Shifflett Lane, Dubois, Idaho (the "properties"). The Properties are more particularly described as follows:

Parcel 1

610688

Part of the South half of the Northeast Quarter and the Southeast Quarter of Section 25 and the North half of the Northeast Quarter of Section 36 in Township 11 North, Range 34 East of the Boise Meridian, and also part of Lot 1, Section 31, Township 11 North, Range 35 East of the Boise Meridian, Clark County, Idaho, described as:

STATE OF IDAHO } ss
COUNTY OF CLARK }

I HEREBY CERTIFY that the above and foregoing is a full and correct copy of the original thereof file in my office

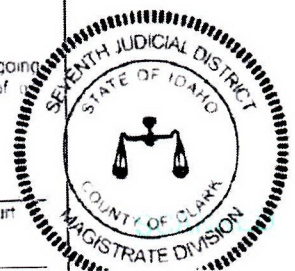
DATED: 8/18/2022 1:39:35 PM

Camille Messick

CAMILLE MESSICK, Clerk of the District Court

By: *Theresa May*

1 - JUDGMENT OF DIVESTITURE



NOV 07 2022

Beginning at a point in an existing fence line that is South 0°12'48" East 346.13 feet along the North-South centerline of said Section 36 from the North Quarter corner of said Section 36 and running thence;
 North 27°47'55" East 133.97 feet along said existing fence line; thence
 North 0°08'20" East 1540.96 feet along said existing fence line; thence
 North 0°07'54" East 1344.33 feet along said existing fence to the North line of the Southeast Quarter of said Section 25; thence
 South 89°34'31" East 278.83 feet along said North line; thence
 South 02°08'26" East 410.90 feet; thence
 South 89°34'11" East 1185.41 feet; thence
 North 1°10'51" East 743.77 feet; thence
 South 89°34'11" East 1163.61 feet to the East line of said Section 25; thence
 South 0°08'38" West 1643.03 feet along said section line; thence
 North 89°07'50" West 1131.16 feet to the West bank of Medicine Lodge Creek;
 Thence along said West bank the following (3) three courses:
 1) South 14°25'16" East 638.54 feet; thence
 2) South 47°36'18" East 1137.81 feet; thence
 3) South 38°41'41" East 1194.06 feet; thence
 South 89°56'06" West 469.58 feet; thence
 South 0°12'46" East 384.87 feet to the South line of Lot 1 of said Section 31, Township 11 North, Range 35 East of the Boise Meridian; thence
 South 89°56'07" West 152.33 feet along said South line to the Southwest corner of said Lot 1; thence
 North 89°26'07" West 2714.38 feet along the South line of the North Quarter of the Northeast Quarter of said Section 36 to the Southwest corner of said North half of the Northeast Quarter; thence
 North 0°12'48" West 985.13 feet along the North-South center line of said Section 36 to the Point of Beginning.

ALSO

A parcel of land lying in Section 30, Township 11 North, Range 35 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:
 Commencing at the South Quarter corner of said section 30, Township 11 North, Range 35 East, Boise Meridian, thence
 North 00°36'37" East 336.38 feet along the Meridional Centerline of Section 30 to said True Point of Beginning, thence
 North 89°44'26" West 94.94 feet along the South line of a parcel Instrument Number 048636; thence
 North 00°57'32" East 3393.41 feet parallel and 75 feet West of the Centerline of Medicine Lodge Road; thence
 North 90°00'00" East 74.28 feet to the Meridional Centerline of Section 30; thence along said Meridional Centerline South 00°36'37" West 3393.56

feet along the East line of a parcel Instrument Number 048636 to the Point of Beginning.

Parcel 2

610688

Part of the South half of the Northeast Quarter and the Southeast Quarter of Section 25 and the North half of the Northeast Quarter of Section 36 in Township 11 North, Range 34 East of the Boise Meridian, and also part of Lot 1, Section 31, Township 11 North, Range 35 East of the Boise Meridian, Clark County, Idaho, described as:

Beginning at a point in an existing fence line that is South 0°12'48" East 346.13 feet along the North-South centerline of said Section 36 from the North Quarter corner of said Section 36 and running thence; North 27°47'55" East 133.97 feet along said existing fence line; thence North 0°08'20" East 1540.96 feet along said existing fence line; thence North 0°07'54" East 1344.33 feet along said existing fence to the North line of the Southeast Quarter of said Section 36; thence South 89°34'31" East 278.83 feet along said North line; thence South 02°08'26" East 410.90 feet; thence South 89°34'11" East 1185.41 feet; thence North 1°10'51" East 743.77 feet; thence South 89°34'11" East 1163.61 feet to the East line of said Section 36; thence South 0°08'38" West 1643.03 feet along said section line; thence North 89°07'50" West 1131.16 feet to the West bank of Medicine Lodge Creek; Thence along said West bank the following (3) three courses: 1) South 14°25'16" East 638.54 feet; thence 2) South 47°36'18" East 1137.81 feet; thence 3) South 38°41'41" East 1194.06 feet; thence South 89°56'06" West 469.58 feet; thence South 0°12'46" East 384.87 feet to the South line of Lot 1 of said Section 31, Township 11 North, Range 35 East of the Boise Meridian; thence South 89°56'07" West 152.33 feet along said South line to the Southwest corner of said Lot 1; thence North 89°26'07" West 2714.38 feet along the South line of the North Quarter of the Northeast Quarter of said Section 36 to the Southwest corner of said North half of the Northeast Quarter; thence North 0°12'48" West 985.13 feet along the North-South center line of said Section 36 to the Point of Beginning.

Parcel 3

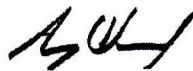
Township 11 North, Range 35 E.B.M., Clark County, Idaho: Section 31, Lot 1 lying West of Medicine Lodge Creek; less

Part of Lot 1 of Section 31, Township 11 North, Range 35 E.B.M., Clark County, Idaho: Beginning at a point that is S. 0°07'49" W. 1331.97 feet along the Section line to the Southwest Corner of Lot 1 and N. 89°56'06" E. 150.36 feet along the South line of said Lot 1 from the NW Corner of said Section 31 and running thence N. 0°12'45" W. 384.87 feet; thence N. 89°56'06" E. 1131.73 feet to the East line of said Lot 1; thence S. 0°14'22" E. 384.87 feet to the SE Corner of said Lot 1, thence S. 89°56'06" W. 1131.91 feet along the South line of said Lot 1 to the Point of Beginning. Tract 2: Part of Sections

25 and 36, Township 11 North, Range 34 E.B.M., and Sections 30 and 31 Township 11 North, Range 35 E.B.M., Clark County, Idaho, described as: A 12-foot wide access easement being 6 feet both sides of the following described centerline:

2. The Court hereby vests title and all of Dusty Lee Shifflett's interest in the Properties in Susan Kay Shenton Shifflett. This judgment is effective immediately and shall have the effect of a conveyance executed in due form of law.

DATED: 8/17/2022 2:40:10 PM



Andrew R. Woolf, Magistrate Judge

NOTICE OF ENTRY

I CERTIFY that I am a clerk in the above-entitled court and that I mailed a true copy of the foregoing document(s) on 8/17/2022 04:17 PM, to the following attorney(s) of record and/or parties:

Name and Address

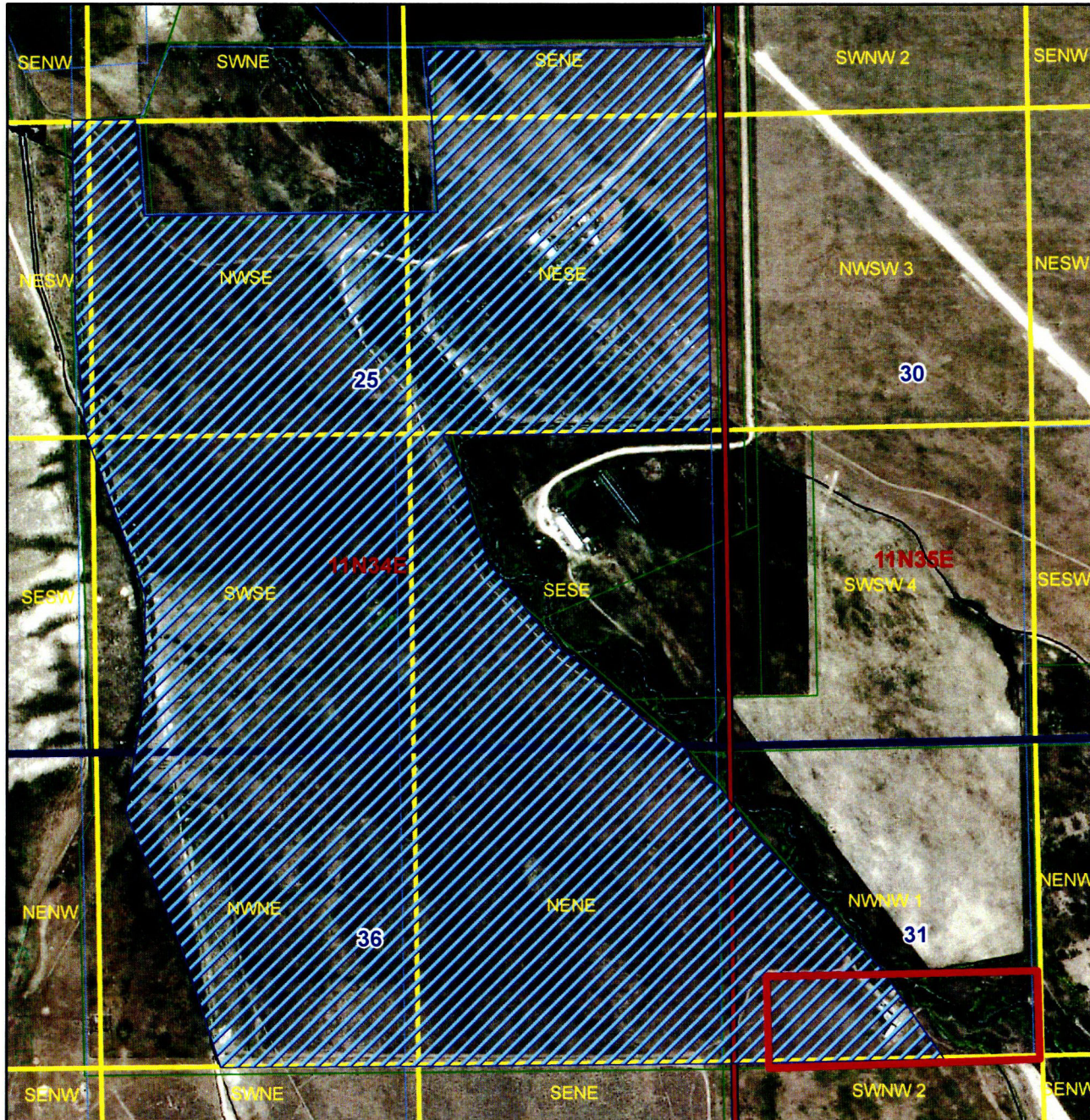
David A. Johnson, Esq.
David A. Johnson P.A.
P. O. Box 52251
Idaho Falls, ID 83405-2251
courts@attorneyidaho.com

Jason R. Ward
May, Rammell Wells
216 W. Whitman St.
Pocatello, ID 83204
jward@mrwlaw.net

Camille Messick
Clerk of the Court

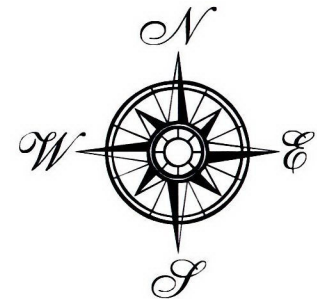
By: 
Deputy Clerk

Idaho Department of Water Resources



Legend

- Mortel Property
- 32-200A and 32-2056A
- Township/Range
- Sections
- QQ
- Water Right POU
- Parcels



Layout Created By:
Jonie Barg

NOV 1 2022

RECEIVED

SEP 12 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**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.
	32-2000A			
	32-2056A			

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

1586 N 2nd E

Rexburg, ID 83440

Phone _____

Email _____

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

Susan Shifflett

5. Expiration Date of Notification Period

July 1, 2052

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Maguel Sommer, Credit Analyst

For Office Use OnlyReceived by JBDate 9/12/2022Receipt No. E048492Fee \$100.-

Processed by AJ _____

Date _____

WR JBDate 11/3/2022

SUPPORT DATA

IN FILE # 32-2000A

NOV 01 2022

INSTRUCTIONS

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

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

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

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

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

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

Date: June 9, 2022

Loan: 0006641067 - 5543063101

WHEN RECORDED MAIL TO:
Idaho AgCredit, FLCA
1586 N 2nd E
Rexburg, ID 83440



610688

Microfile No. 59027
31 Day Aug 22
At 12 O'Clock 14 M
Clark Co. Recorder Camille Messick
Fee \$45.00
TM Deputy
Recorded at Request of
Alliance Title - Rexburg Office

1. THIS MORTGAGE is made this June 9, 2022 between Susan Shifflett, aka Susan K. Shifflett, aka Susan Kay Shifflett, aka Susan Kay Shanton Shifflett, aka Susan Shanton, whose address is 33 Lau Ln Dubois, ID 83423 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 Clark, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION.

WATER RIGHTS:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 32-2000A, Priority Date February 15, 1904, for 0.77 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 32-2058A, Priority Date November 11, 1914, for 1.56 CFS.

This real estate mortgage is also intended to be a future 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 guarantees 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
June 9, 2022	July 1, 2052	\$179,700.00

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 guarantees 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

59027

2022 JUN 10 10:00 AM

COPIED

JUN 9 2022

Date: June 9, 2022

Loan: 0006641067 - 5543053101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
1586 N 2nd E
Rexburg, ID 83440



Recorded Electronically
ID 59027
County Clark
Date 6-31-2022 Time 12:14 PM

1. **THIS MORTGAGE** is made this June 9, 2022 between Susan Shifflett, aka Susan K. Shifflett, aka Susan Kay Shifflett, aka Susan Kay Shenton Shifflett, aka Susan Shenton, whose address is 33 Lau Ln Dubois, ID 83423 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 Clark, State of Idaho:

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TOGETHER WITH: Idaho Department of Water Resources Decree Number 32-2056A, Priority Date November 11, 1914, for 1.55 CFS.

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):

<u>Date of Note</u>	<u>Maturity Date</u>	<u>Amount of Note</u>
June 9, 2022	July 1, 2052	\$179,700.00

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

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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 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

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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;

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

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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 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.

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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.

[Signature]

Susan Shifflett

Loan Originator - Dana Wood

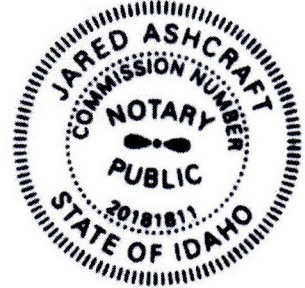
ACKNOWLEDGMENT.

State of Idaho, County of Madison, ss.

This record was acknowledged before me on 8-31-2022 by Susan Shifflett.

[Signature]
Notary Public for the State of Idaho

My commission expires: 9-7-2024



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REAL ESTATE DESCRIPTION FOR MORTGAGE DATED JUNE 9, 2022

Susan K. Shifflett

Loan: 0006641067 - 5543053101

REAL ESTATE DESCRIPTION:

Part of the South half of the Northeast Quarter and the Southeast Quarter of Section 25 and the North half of the Northeast Quarter of Section 36 in Township 11 North, Range 34 East of the Boise Meridian, and also part of Lot 1, Section 31, Township 11 North, Range 35 East of the Boise Meridian, Clark County, Idaho, described as:

Beginning at a point in an existing fence line that is South 0°12'48" East 346.13 feet along the North-South centerline of said Section 36 from the North Quarter corner of said Section 36 and running thence;
 North 27°47'55" East 133.97 feet along said existing fence line; thence
 North 0°08'20" East 1540.96 feet along said existing fence line; thence
 North 0°07'54" East 1344.33 feet along said existing fence to the North line of the Southeast Quarter of said Section 25; thence
 South 89°34'31" East 278.83 feet along said North line; thence
 South 02°08'26" East 410.90 feet; thence
 South 89°34'11" East 1185.41 feet; thence
 North 1°10'51" East 743.77 feet; thence
 South 89°34'11" East 1163.61 feet to the East line of said Section 25; thence
 South 0°08'38" West 1643.03 feet along said section line; thence
 North 89°07'50" West 1131.16 feet to the West bank of Medicine Lodge Creek;
 Thence along said West bank the following (3) three courses:
 1) South 14°25'16" East 638.54 feet; thence
 2) South 47°36'18" East 1137.81 feet; thence
 3) South 38°41'41" East 1194.06 feet; thence
 South 89°56'06" West 469.58 feet; thence
 South 0°12'46" East 384.87 feet to the South line of Lot 1 of said Section 31, Township 11 North, Range 35 East of the Boise Meridian; thence
 South 89°56'07" West 152.33 feet along said South line to the Southwest corner of said Lot 1; thence
 North 89°26'07" West 2714.38 feet along the South line of the North Quarter of the Northeast Quarter of said Section 36 to the Southwest corner of said North half of the Northeast Quarter; thence
 North 0°12'48" West 985.13 feet along the North-South center line of said Section 36 to the Point of Beginning.


 Susan Shifflett

Loan Originator - Dana Wood

SCANNED

NOV 07 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 7, 2022

SUSAN KAY SHIFFLETT
33 SHIFFLETT LN
DUBOIS ID 83423

RE: Change in Ownership
Water Rights: 32-2000A and 32-2056A

Dear Sir/Madam:

On September 12, 2022, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership and/or additional filing fee. On September 16, 2022, we sent a letter requesting the additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$50.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your change in ownership any time in the future. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the Assignment.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Idaho AgCredit

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NOV 07 2022

Barg, Jonie

From: Barg, Jonie
Sent: Monday, November 7, 2022 10:35 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(2).PDF

Good morning!

I have a refund request as follows:

Receipt number: E048492
Amount: \$50.00
Payable to IDAHO AGCREDIT
1586 N 2ND E
REXBURG ID 83440

Reason: Ownership Change/Security Interest filed for 2 water rights, paid \$100.00. Additional Information requested for the ownership change but not received. Security interest complete. Therefore, the applicant is entitled to a partial refund of this receipt.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



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

September 16, 2022

SUSAN KAY SHIFFLETT
33 SHIFFLETT LN
DUBOIS ID 83423

RE: Change in Ownership Water Right No. 32-2000A and 32-2056A

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:

**** **Additional Evidence of Ownership/Additional Filing Fees:** Please review the map attached there is a parcel covered by this water right owned by Mortel. Please provide evidence of ownership for this parcel or a split filing fee (additional filing fee is \$175.00 for a split ownership change). If you do not own the property but still believe you own all the water rights, additional information will be required. The department will need a copy of the deed showing the water right was withheld from the sale of the property. Also, according to Idaho Code, notice to the property owner is required. **Section 42-248 - Idaho State Legislature** (6) *If the person filing the notice of a change of water right ownership does not own the land identified as the place of use for the water right, the notice shall be accompanied by evidence that written notice of the change of water right ownership has been mailed or hand-delivered to the landowner of record, as identified in the records of the county recorder.*

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

Enclosure(s)

SCANNED

SEP 19 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 03, 2022

IDAHO AGCREDIT FLCA
1586 N 2ND E
REXBURG ID 83440-5129

RE: Notice of Security Interest for Water Right/Permit No(s): 32-2000A /7 32-2056A

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: SUSAN SHENTON SHIFLETT
DUSTY SHIFFLETT

CCANIED
NOV 03 2022