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Form 42-213(6) 5/14

JUL 25 2022

DEPARTMENT OF  
WATER RESOURCES

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 13 2022

Department 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)

Completed

9/19/22

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

DE

| Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|-----------------------|-----------------------|-----------------------|-----------------------|
| 35-2223A ✓            | 35-7977A ✓            |                       |                       |
| 35-7265A ✓            |                       |                       |                       |
| 35-7265B ✓            |                       |                       |                       |
| 35-8052 ✓             |                       |                       |                       |
| 35-8885 ✓             |                       |                       |                       |

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

2883 Hwy 39

American Falls, ID 83211

SUPPORT DATA

IN FILE # 35-8052

Phone 208-226-5251

Email

Larry S. and Monica L. Bethke Family Trust

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

Dana Wood, Branch Manager

SUPPORT DATA

IN FILE # 35-2223A

For Office Use Only

Received by Cable

Date 7/14/22

Receipt No. 6048318

Fee \$150.00 (\$300 Check)

Processed by AJ

Date

WR

Date

Date: June 28, 2022

Loan: 0006576982 - 5573653101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA  
2883 Hwy 39  
American Falls, ID 83211

**E-RECORDED**      simplify

ID: 220530  
County: Power  
Date: 7-6-22 Time: 4:23 p.m.

FA-1049484

1. **THIS MORTGAGE** is made this June 28, 2022 between Larry Bethke, aka Larry S. Bethke, and Monica Bethke, aka Monica L. Bethke, as Trustees of the Larry S. and Monica L. Bethke Family Trust under Declaration of Trust dated December 18, 2002; and Individually By: Larry Bethke, aka Larry S. Bethke, and Monica Bethke, aka Monica L. Bethke, aka Monica Louise Bethke, husband and wife, whose address is 2745 S Breeding Rd American Falls, ID 83211 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 Power, 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 35-2223A, Priority Date April 18, 1952, for 2.35 CFS.  
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7265A, Priority Date November 17, 1972, for 2.23 CFS.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7265B, Priority Date November 17, 1972, for 0.37 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8052, Priority Date August 11, 1982, for 0.27 CFS.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-8885, Priority Date March 7, 1990, for 0.55 CFS.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7977A, Priority Date April 21, 1981, for 2.70 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 28, 2022       | July 1, 2052         | \$4,826,894.00        |

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.

Date: June 28, 2022

Loan: 0006576982 - 557365310

(hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagee threatened against or anticipated by Mortgage, with respect to Mortgage's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgage 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, Mortgage 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 Mortgage 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 Mortgage is in breach of any of its representations, warranties or covenants as set forth above, Mortgage, 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 Mortgage's obligations hereunder.

4) Mortgage 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 Mortgage on the Property, Mortgage's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgage, 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 Mortgage or within the control of Mortgage, 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) Mortgage's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgage's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

5) Mortgage'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) Mortgage shall permit, or cause any tenant of Mortgage 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 Mortgage and any tenant of Mortgage is in compliance with applicable Environmental Law. If Mortgage 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 Mortgage 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, Mortgage 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) Mortgage 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) Mortgage 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. Mortgagee 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 Mortgage or for reasons beyond Mortgage'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) Mortgage agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgage 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. Mortgagee agrees to execute such further documents as may be required

Date: June 28, 2022

Loan: 0006576982 - 5573653101

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 facsimile 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.**

Larry Bethke  
By: Larry Bethke, individually and as Trustee of the Larry S.  
and Monica L. Bethke Family Trust

Monica Bethke  
By: Monica Bethke, individually and as Trustee of the Larry S.  
and Monica L. Bethke Family Trust

**ACKNOWLEDGMENT.**

State of Idaho, County of Power, ss.

This record was acknowledged before me on July 6, 2022  
as Trustees of the Larry S. and Monica L. Bethke Family Trust.

by Larry Bethke and Monica Bethke

Dana Wood  
Notary Public for the State of Idaho

My commission expires: 10/23/2026



State of Idaho, County of Power, ss.

This record was acknowledged before me on July 6, 2022

by Larry Bethke and Monica Bethke, husband and wife.

Dana Wood  
Notary Public for the State of Idaho

My commission expires: 10/23/2026



REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR  
MORTGAGE DATED JUNE 28, 2022

Larry S. and Monica L. Bethke Family Trust  
Loan: 0006576982 - 5573653101

**REAL ESTATE DESCRIPTION:**

PARCEL 1:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 28: NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>

SECTION 29: E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>; NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>

PARCEL 2:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 25: NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>

PARCEL 3:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 25: NW<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>

PARCEL 4:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 24: S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub>

**FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:**

**IRRIGATION EQUIPMENT:**

- 3 - 8 Tower Zimmatic Pivots
- 2 - 4 Tower Zimmatic Pivots
- 2 - 3 Tower Zimmatic Pivots
- 9 - 1/4 Mile Wheelines

- 1 - US Motors 200 hp electric motor Serial #6996
- 1 - Berkeley turbine pump Serial #7320016
- 1 - Marathon Electric 50 hp electric motor Serial #A15096V-55
- 1 - Cornell centrifugal pump Serial #70153
- 1 - US Motors 150 hp electric motor Serial #207516
- 1 - Fairbanks turbine pump No Serial #
- 1 - GE 25 hp electric motor Serial #SJ11627
- 1 - Centrifugal pump No Serial #
- 1 - US Motors 200 hp electric motor Serial #C1006729
- 1 - Worthington turbine pump No Serial #



By: Larry Bethke, individually and as Trustee of the Larry S.  
and Monica L. Bethke Family Trust



By: Monica Bethke, individually and as Trustee of the Larry S.  
and Monica L. Bethke Family Trust