

RECEIVED ✓

JUN 03 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN 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.
36-8731	37-21318		
36-15665			
36-15667			
36-15669			
36-16240			

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

Jose and Maria Borba

214 East 400 North

Jerome, Idaho 83338

Phone (208) 539-7143

Email

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

Oscar Carreno

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)

Maria C. Borba

Title, if applicable

For Office Use OnlyReceived by SG

Date

6/3/21

Receipt No. 5038613

Fee

\$300.00

Processed by AJ

Date

WR

DM

Date

10/23/2021

SUPPORT DATA

IN FILE # 36-8731

MORTGAGE

THIS MORTGAGE, made this 30 day of April, 2021, by and between -

Oscar Carreno, an Individual, of 2277 East 3300 South, Jerome, Idaho 83338, hereinafter referred to as MORTGAGOR; and

Jose Borba and Maria Borba, a married couple, of 214 E 400 N, Jerome, Idaho 83338, hereinafter referred to as MORTGAGEE;

Relative to that certain real property situated in County of Jerome, State of Idaho, more particularly described on the attached **Exhibit A**, hereinafter referred to as "the Property".

WITNESSETH: That MORTGAGOR hereby mortgages, grants, and conveys to MORTGAGEE, and to its successors and assigns, all of MORTGAGOR's right, title and interest in and to the following -

- (i) the Property;
- (ii) all mineral rights associated with the Property;
- (iii) all surface and subsurface water rights associated with the Property, including all means of conveyance such as canals, ditches, pipes and the like;
- (iv) all improvements and buildings located on the Property, and all fixtures and trade fixtures associated therewith;
- (v) all portable metal/steel fence panels;
- (vi) all planted and/or currently growing crops located on the Property, including but not limited to pasture grass and alfalfa;
- (vii) all oil and gas rights associated with the Property;
- (viii) all fences, gates, corrals, chutes, pens, coups, sheds, barns, and other outbuildings, whether agricultural in nature or not;
- (ix) all easements, rights-of-way, licenses and other interests for the benefit of the Property;
- (x) all irrigation hand lines, wheel lines, pumps, mainlines, and related equipment and fixtures associated with the Property;
- (xi) all water shares and interests in and to the Northside Canal Company for the use and benefit of the Property;

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging.

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the real property, all leases or subleases covering the real property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of MORTGAGOR thereunder; all interests, estates or other claims, both in law and in equity, which MORTGAGOR now has or may hereafter acquire in the real property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto; all other rights and profits, pertaining to such property, owned in any manner by MORTGAGOR, all right, title and interest of MORTGAGOR, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or

highway adjoining the real property; and any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"). All of the foregoing property and interests are herein collectively referred to as the "Property".

This MORTGAGE is given to secure payment of the indebtedness evidenced by a certain Promissory Note and Security Agreement dated on even date as this instrument, in the principal sum of: _____, whereunder MORTGAGOR is the debtor and MORTGAGEE is the secured party (hereinafter referred to as the "Promissory Note") and interest thereon according to the terms of the Note with any and all extensions, renewals, modifications or substitutions thereof and each and every debt, liability and obligation of every type and description, including guarantees or accommodations, which MORTGAGOR may now or at any time hereafter owe or be obligated to MORTGAGEE whether such debt, liability or obligation now exists, is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several, hereinafter referred to as "the Obligations."

MORTGAGOR warrants, covenants and agrees as follows:

1. **PAYMENT AND PERFORMANCE:** MORTGAGOR shall pay and perform the Obligations when due. Unless applicable law provides otherwise, all payments received by MORTGAGOR shall be applied: first, to late charges and penalties due under the Note; second, to accrued interest due under the Note; and last, to principal due.

2. **WARRANTY OF TITLE:** MORTGAGOR is lawfully seized and possessed of good and indefeasible title to the Property, and MORTGAGOR will defend the title against any claims by any party at any time during the term of this Mortgage.

3. **FULL FORCE AND EFFECT:** The provisions of this Mortgage shall remain in full force and effect through any extension of time for payment of the Obligations, and until the Property is reconveyed or released of record.

4. To protect the security, MORTGAGOR shall:

(a) **TAXES AND OTHER CHARGES:** Pay before the same become delinquent all taxes and assessments, and other charges against the Property, and in default thereof, MORTGAGEE may pay the same at the cost of MORTGAGOR.

(b) **PRESERVATION, REPAIR AND USE OF PROPERTY:** Not commit waste, or authorize the repair or removal of any of the structures, fixtures, or Improvements on the Property, or do or permit any act that would result in the creation of a lien upon the land or the structures, fixtures or Improvements thereon without first obtaining prior written consent of MORTGAGEE, and otherwise to maintain the Property in as good condition as at present. Upon any failure to maintain, MORTGAGEE, at its option, may cause reasonable repair and maintenance work to be performed at the cost of MORTGAGOR.

5. **PROTECTION OF SECURITY:** MORTGAGEE may appear in and defend any action or proceeding purporting to affect the security hereof, and MORTGAGOR shall pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as may be allowed by the Court, in such action or proceeding in which MORTGAGEE may appear.

6. **CONDEMNATION.** Any award of damages, settlement, or compensation in connection with any eminent domain action for public use of or an injury to the Property, or any part thereof, is hereby assigned by MORTGAGOR to MORTGAGEE, and all money received by MORTGAGOR may be applied to the indebtedness secured by this Mortgage, or released by it in the same manner and with the same effect as herein provided for the disposition of proceeds of insurance. Neither the application nor the release of any such sums shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, nor shall anything in the section affect the liability of MORTGAGOR for payment of the entire balance of the Obligations secured hereby.

7. **INSURANCE, CASUALTY, GENERAL LIABILITY AND RESTORATION:**

(a) MORTGAGOR shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which MORTGAGEE requires insurance. This insurance shall be maintained in the amounts and for the periods that MORTGAGEE requires. The insurance carrier providing the insurance shall be chosen by MORTGAGOR subject to MORTGAGEE'S approval which shall not be unreasonably withheld.

(b) All insurance policies and renewals shall be acceptable to MORTGAGEE and shall include a standard mortgage clause. MORTGAGEE shall have the right to hold the policies and renewals. If MORTGAGEE requires, MORTGAGOR shall promptly give to MORTGAGEE all receipts of paid premiums and renewal notices. In the event of loss, MORTGAGOR shall give prompt notice to the insurance carrier and MORTGAGEE. MORTGAGEE may make proof of loss if not made promptly by MORTGAGOR.

(c) Unless MORTGAGEE and MORTGAGOR otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and MORTGAGEE'S security is not lessened. If the restoration or repair is not economically feasible or MORTGAGEE'S security would be lessened, the insurance proceeds shall be applied to the sums secured by this instrument, whether or not then due, with any excess paid to MORTGAGOR. If MORTGAGOR abandons the Property or does not answer within thirty (30) days a notice from MORTGAGEE that the insurance carrier has offered to settle a claim, then MORTGAGEE may collect the insurance proceeds. MORTGAGEE may use the proceeds to repair or restore the Property or to pay sums secured by this instrument, whether or not then due. The 30-day period will begin when the notice is given.

(d) Unless MORTGAGEE and MORTGAGOR otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments if the Property is acquired by MORTGAGEE; MORTGAGOR'S right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to MORTGAGEE to the extent of the sums secured by this instrument immediately prior to the acquisition.

8. **PARTIAL PAYMENT:** Acceptance by MORTGAGEE of any sum in payment or part payment of any portion of the Obligations after the same is due shall not constitute a waiver of MORTGAGEE'S right to require prompt payment when due of the remainder of the Obligations, nor shall such acceptance cure or waive any remaining default or waive any subsequent default or prejudice any of the rights of MORTGAGEE under this Mortgage.

9. **ACTIONS BY MORTGAGEE:** Without affecting the personal liability of any person, including MORTGAGOR (other than any person released pursuant hereto), for the payment of the Obligations, and without affecting the lien of this Mortgage for the full amount of the Obligations remaining unpaid upon any property conveyed pursuant hereto, MORTGAGEE is authorized and empowered at any time and from time to time, either before or after the maturity of the Note, and without notice, to: (a) release any person liable for the payment of any of the Obligations (b) make any agreement extending the time or otherwise modifying the terms of payment of any of the Obligations, (c) accept additional security therefor of any kind or (d) release any property, real or personal, securing the Obligations.

10. **TRANSFER OF PROPERTY;** For the purpose of protecting MORTGAGEE'S security, MORTGAGOR agrees that any sale, conveyance, or other transfer of title to the Property, or any interest therein (whether voluntarily or by operation of law), without MORTGAGEE'S prior written consent, shall be an Event of Default hereunder. In the event MORTGAGOR, without the prior written consent of MORTGAGEE, shall sell, convey, alienate, transfer, mortgage or encumber the Property described herein or any part thereof, or any interest therein, whether legal, equitable or beneficial, or shall be divested of its title or any interest therein, in any manner or way, whether voluntary or involuntary, the entire balance of the Obligation shall become immediately due and payable at the option of MORTGAGEE.

11. **EVENTS OF DEFAULT:** Any of the following events shall be deemed an Event of Default hereunder:

(a) MORTGAGOR shall fail to pay the principal or interest of the Obligations when due;

(b) MORTGAGOR seeks relief pursuant to bankruptcy laws, Title 11 U.S. Code, or is made a defendant in a bankruptcy or receivership proceeding;

(c) A writ of execution or attachment or any similar process shall be entered against MORTGAGOR which shall become a lien on the Property, or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within ninety (90) days after its entry or levy;

(d) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained herein or in the Note or any of the other Loan Documents; or,

- (e) MORTGAGOR fails to perform any terms, conditions, covenants or agreements which are part of this Mortgage or any other document or agreement which secures all or any part of the Obligations.

12. **ACCELERATION, REMEDIES:** Upon the occurrence of an Event of Default as defined herein, MORTGAGEE may require immediate payment in full of all sums secured by this Mortgage without further demand, and/or immediately foreclose this Mortgage or pursue any other available legal remedy. In the event of any action by MORTGAGEE to enforce collection of any of the Obligations, MORTGAGOR agrees that any expense incurred in connection therewith or incurred to procure or extend an abstract of title or a policy of title insurance shall, when incurred or paid by MORTGAGEE, become a part of the Obligations and shall be paid by MORTGAGOR together with all of the costs of such action. In the event any action is brought to foreclose this Mortgage, MORTGAGEE shall be entitled to immediate possession of the Property, and the court may appoint and MORTGAGOR hereby consents to the appointment of a receiver to take possession of the Property to collect and receive the rents, income, issues and profits arising therefrom; and from any moneys so collected, to pay taxes, provide insurance, make needed repairs to Improvements upon the Property, and make any other expenditures authorized by the court, and apply any sum remaining after the payment of such authorized expenditures to the Obligations. Prior to foreclosure, MORTGAGEE may at its option and at MORTGAGOR'S sole expense, contract for a "Phase 1" environmental inspection report prepared and certified by an environmental consultant satisfactory to MORTGAGEE to determine whether the Mortgaged Premises complies with federal, state and local laws, rules, regulations or orders respecting environmental matters. MORTGAGEE may, at its option and at the sole expense of MORTGAGOR, at intervals of not less than one year, or more frequently if MORTGAGEE reasonably believes that a hazardous material or substance or other environmental condition violates or threatens to violate any federal, state and local laws, rules, regulations or orders respecting environmental matters (collectively "Environmental Requirements"), cause an environmental audit of the Mortgaged Premises or portions thereof to be conducted to confirm MORTGAGOR'S compliance with such Environmental Requirements, and MORTGAGOR shall cooperate in all reasonable ways with MORTGAGEE in connection with any such audit. If, based on the Phase 1 environmental audit, MORTGAGEE determines that additional testing or investigation should be performed on the Mortgaged Premises, such testing shall be performed at MORTGAGOR'S sole expense. If this Mortgage is foreclosed, or if MORTGAGOR tenders a deed or assignment in lieu of foreclosure that is accepted by MORTGAGEE, MORTGAGOR shall deliver the Mortgaged Premises to the purchaser at foreclosure or to MORTGAGEE, its nominee or designee, as the case may be, or such other person as is entitled to possession by law, in a condition that complies in all respects with all Environmental Requirements.

13. **PREPAYMENT:** Upon any default by MORTGAGOR hereunder and the acceleration of maturity in the manner allowed herein, any tender of payment of the amount necessary to satisfy the debt evidenced by the Note made by MORTGAGOR, MORTGAGOR'S successors or assigns, or by anyone on behalf of MORTGAGOR, or on behalf of MORTGAGOR'S successors or assigns, or by any holder of a subordinate or superior interest in the Property, shall constitute a "prepayment", as that term is used in the Note, and shall be deemed a voluntary prepayment hereunder. In the event of any prepayment as defined in the Note, the amount due

shall include the premium which is thereupon due under the prepayment privilege provisions of the Note, if any.

14. **REMEDIES NOT EXCLUSIVE.** MORTGAGEE shall be entitled to enforce payment and performance of any indebtedness or Obligations and to exercise all rights and powers under this Mortgage or under the Note and other Loan Documents or any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of such indebtedness and Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect MORTGAGEE'S right to realize upon or enforce any other security now or hereafter held by MORTGAGEE, it being agreed that MORTGAGEE shall be entitled to enforce this Mortgage and any other security now or hereafter held by MORTGAGEE in such order and manner as MORTGAGEE may in its sole and absolute discretion determine. No remedy herein conferred upon or reserved to MORTGAGEE is intended to be exclusive of any other remedy herein or by law provided or permitted, but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Mortgage to MORTGAGEE or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by MORTGAGEE and MORTGAGEE may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting MORTGAGEE from seeking a deficiency judgment against MORTGAGOR to the extent such action is permitted by law.

15. **NO IMPLIED WAIVER:** The failure of MORTGAGEE promptly to exercise any right, power or remedy provided herein or at law or in equity shall not constitute a waiver of the same, nor shall MORTGAGEE be estopped from later exercising such right, power or remedy.

16. **PRESERVATION, REPAIR AND USE OF PROPERTY:** MORTGAGOR shall constantly maintain and shall not diminish the value of any of the Property during the existence of the Mortgage. MORTGAGOR shall not destroy, remove or sell any buildings or improvements, or irrigation equipment, or other items associated or related to the Property. MORTGAGOR shall constantly maintain or cause to be maintained the Property and related and associated items in accordance with standards customary in the area and standards of similar farm and ranch operations.

17. **ATTORNEY'S FEES:** Except where prohibited by law, if MORTGAGEE refers this Mortgage to an attorney or seeks legal advice following default alleged in good faith, or MORTGAGEE is the prevailing party in any action instituted on this Mortgage, the Note or the other Loan Documents, or if any judicial or nonjudicial action, suit, declaratory action, or proceeding is instituted by MORTGAGEE in order to appear in any such action or proceeding, or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce interest in this Mortgage (including but not limited to proceedings under federal bankruptcy law, in eminent domain, under probate proceedings, or in connection with any state or federal tax lien), then in such event, MORTGAGOR promises to pay reasonable attorney's fees and reasonable costs and expenses incurred by MORTGAGEE or its attorney in connection with the above mentioned events.

18. **ACTIONS BY MORTGAGEE TO PRESERVE THE PROPERTY:** If MORTGAGOR fails to make any payment required under this Mortgage, the Note or other Loan Documents, whether for real estate taxes, insurance premiums, attorney's fees, or otherwise, or fails to do any act as may be required hereunder, MORTGAGEE may, at the discretion of MORTGAGEE, without obligation to do so and without releasing MORTGAGOR from any obligation, make or do the same in such manner and such event as MORTGAGEE shall deem necessary to protect the Mortgaged Premise. Without notice to MORTGAGOR, MORTGAGEE may either add such payments and expenses ("advancements") to the principal to accrue interest at the default rate provided in the Note until maturity of the loan or bill MORTGAGOR for such advancements plus interest at the default rate provided in the Note from the date of advancement until repaid.

19. **ENTIRE AGREEMENT:** This instrument, together with the Note and other Loan Documents, constitutes and sets forth the entire understanding and agreement between the parties, and no party hereto has relied upon any representations, agreements or understandings, verbal or written, not set forth herein or in the Note and such other Loan Documents, whether made by any party hereto or by any agent, employee or representative of any party hereto. Specifically, without limiting the generality of the foregoing, the parties agree that MORTGAGEE has made no agreement to extend or renew any of the Obligations, and no such agreement will be binding upon MORTGAGEE unless made in writing, subsequent to the date hereof, and executed by a duly authorized representative of MORTGAGEE.

20. **BINDING AGREEMENT:** This Mortgage inures to the benefit of, and binds all parties hereto, their heirs, legal representatives, successors and assigns. The term MORTGAGEE shall mean the owner and holder of the Note described above, whether or not named as MORTGAGEE herein.

21. **MORTGAGOR NOT RELEASED:** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by MORTGAGEE to any successor in interest of MORTGAGOR shall not operate to release, in any manner, the liability of the original MORTGAGOR or MORTGAGOR'S successor in interest. MORTGAGEE shall not be required to commence proceedings against such successor or to refuse to extend time for payment or otherwise to modify amortization of the sums secured by this Mortgage by reason of any demand made by the original MORTGAGOR and MORTGAGOR'S successors in interest.

22. **PARTIAL RELEASE:** The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the mortgaged premises remaining, nor release of the MORTGAGOR from personal liability for the indebtedness hereby secured.

23. **GOVERNING LAW:** This Mortgage and each instrument securing it shall be governed by and construed according to the laws of the State of Idaho.

24. **SEVERABILITY:** In the event any one or more of the provisions contained in this Mortgage, or the Note or any other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of MORTGAGEE, not affect any other provision of this Mortgage or such other Loan Documents, but same shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or not fully secured by the lien of this Mortgage.

25. **CONSENT NOT REQUIRED OF MORTGAGEE:** Any consent by MORTGAGEE in any single instance shall not be deemed or construed to be MORTGAGEE'S consent in any like matter arising at a subsequent date and the failure of MORTGAGEE to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall MORTGAGEE be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by MORTGAGEE pursuant hereto shall be narrowly construed to be applicable only to MORTGAGOR and the matter identified in such consent or approval and no third party shall claim any benefit by reason thereof, and any such consent or approval shall not be deemed to constitute MORTGAGEE a venturer or partner with MORTGAGOR nor shall privity of contract be presumed to have been established with any such third party. If MORTGAGEE deems it to be in its best interest to retain the assistance of persons, firms or corporations (including, but not limited to, attorneys, appraisers, engineers, consultants and surveyors) with respect to a request for consent or approval, MORTGAGOR shall reimburse MORTGAGEE for all costs incurred in connection with the employment of such persons, firms or corporation.

26. **HEADINGS:** Headings are for convenience only and are not intended as a limitation on the content of the paragraph following nor as an aid to the construction thereof.

EXECUTED by the parties or their duly authorized representatives, to be effective as provided above.

MORTGAGOR

Oscar Carreno



Oscar Carreno

WITNESSETH

STATE OF IDAHO)
 : ss.
County of Jerome)

On this 3 day of ~~April~~May, 2021, before me, a Notary Public in and for said state, personally appeared Oscar Carreno, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

Laury Lamb
Notary Public for Idaho
Residing at: Jerome, ID
My commission expires: 04/02/2022

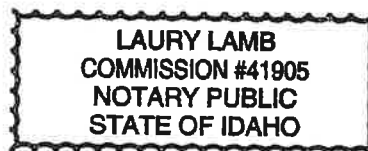


EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 28: SW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the South quarter corner for Section 28;
Thence North 89°36'51" West, 659.56 feet along the Southerly boundary of Section 28 to the Southeast corner of W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 00°01'46" East, 185.94 feet along the Easterly boundary of W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;
Thence North 00°01'46" East, 1137.21 feet along said boundary to the Northerly boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°37'33" West, 659.75 feet along the Northerly boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°37'33" West, 60.52 feet along the Northerly boundary of SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence 405.96 feet Southeastly along a curve left having a Radius of 1380.00 feet and a Long Chord of South 08°34'20" East, 404.50 feet to the Westerly boundary of W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence continuing along said curve 940.40 feet, Radius of 1380.00 feet and Long Chord South 36°31'19" East, 922.31 feet;
Thence South 89°36'51" East, 110.48 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: NW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM the following described tract:

Commencing at the Northwest corner of Section 33, which bears North 0°16'58" West, a distance of 2646.75 feet from the West quarter corner of Said Section 33, said Northwest corner of Section being THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING a distance of 284.95 feet on a bearing of South 89°59'20" East along the North boundary of said Section 33;
Thence a distance of 25.00 feet on a bearing South 0°00'40" West to the centerline of an irrigation ditch;
Thence along the said centerline of an irrigation ditch the following courses and distances:
South 26°31'12" West, 114.59 feet;
South 38°37'29" West, 122.96 feet;
South 69°53'27" West, 100.10 feet;
South 30°24'28" West, 37.32 feet;
South 0°07'58" East, 36.77 feet;
South 48°00'55" West, 23.59 feet;
Thence a distance of 25.00 feet on a bearing of South 89°43'02" West to the West boundary of said Section 33;
Thence along the said West boundary of Section 33, a distance of 342.93 feet on a bearing of North 0°16'58" West to THE REAL POINT OF BEGINNING.

AND EXCEPTING THEREFROM part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 7 South, Range 17 East of the Boise Meridian, said corner marked by a e" rebar which shall be the POINT OF BEGINNING;
Thence North 00°00'30" East along section line for a distance of 428.16 feet to a $\frac{1}{2}$ " rebar;
Thence South 89°41'18" East for a distance of 1319.44 feet to a $\frac{1}{2}$ " rebar on the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 00°01'00" East along the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 428.16 feet to a $\frac{1}{2}$ " rebar at the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°41'18" West along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 1319.62 feet to the TRUE POINT OF BEGINNING.

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in Northside Canal Company:

The Water Rights and Shares are Identified as Follows

1. 36-8731
2. 36-15665
3. 36-15667
4. 36-15669
5. 36-16240
6. 37-21318
7. Northside Canal Company Water Shares
 - a) Northside Canal Company Certificate No. 26632 for 45.93 shares
 - b) Northside Canal Company Certificate No. 26633 for 25.65 shares

Northside Canal Company TOTAL SHARES = 71.58 shares



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

October 25, 2021

OSCAR CARRENO
2277 E 3300 S
JEROME ID 83338-4005

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-8731, 36-15665, 36-15667, 36-15669, 36-16240 & 37-21318

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 also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Jose and Maria Borba. The Department has modified its records to reflect the changes 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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Jose & Maria Borba
TitleOne, Jerome (File #20373911)
Water District 130



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-3357
Fx. (866) 310-3443
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Ave W, STE 500
Twin Falls, ID 83301

RECEIVED
JUN 03 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 06/02/2021

Escrow No. 20373911
Buyer: Oscar Carreno 208-490-4690
Seller: Jose and Maria Borba 208-539-7143

Greetings,

Enclosed please find the following documents in connection with the above referred to transaction.

- TitleOne Check no. 34858 in the amount of \$300.00
- Notice of Change in Water Right Ownership
- Notice of Security Interest in a Water Right
- Copy of Recorded Warranty Deed Instrument no. 2212803

Please make the necessary changes and return originals to TitleOne in Jerome, Idaho.

Should you have any questions please do not hesitate to call the number listed above.

Best Regards,

Alyssa Olsen
Ag Escrow Assistant