Form 42-248(6) 2/14

RECEIVED
FEB 10 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
47-2256F			
47-2349D			
47-2358D			
47-10225			

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

   Conterra Agricultural Capital, LLC
   5465 Mills Civic Parkway, Suite 201
   West Des Moines, IA 50266

   Phone 855-381-3451
   Email taylor.petersen@conterraag.com

4. Name of Water Right Owner/Claimant(s) Silva Land Company, LLC

5. Expiration Date of Notification Period February 3rd, 2031

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

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

   Title, if applicable COO & General Counsel

For Office Use Only

Receipted by SG Date 2/10/21 Receipt No. S038391 Fee $100.00

Processed by AJ _____ Date _____ WR DM Date 4-16-2021

SUPPORT DATA

IN FILE # 47-2256F

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
10:24:39 AM 02-04-2021
2021002818
NO. PAGES 17 FEE: $45.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: AR
Electronically Recorded by Simplifile

After Recording Return To:
Conterra Agricultural Capital, LLC
5465 Mills Civic Parkway, Suite 201
West Des Moines, IA 50266
Attention: Mark A. Smith, COO & General Counsel

20390356 [Space Above This Line For Recording Data]

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

1. **Definitions.** As used in this document, capitalized terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, as used herein:

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Borrowers" means Silva Land Company, LLC, an Idaho limited liability company, and Silva Brothers LLC, an Idaho limited liability company.

"EIA" means that certain Environmental Indemnity Agreement dated February 3, 2021, executed and delivered by Borrowers with respect to the Loan.

"Grantor" means **Silva Land Company, LLC, an Idaho limited liability company**. Grantor is the mortgagor under this Security Instrument.

"Lender" means **Conterra Agricultural Capital, LLC**. Lender is a **limited liability company** organized and existing under the laws of **Iowa**. Lender's address is **5465 Mills Civic Parkway, Suite 201, West Des Moines, IA 50266**. Lender is the mortgagee under this Security Instrument.

"Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument and the Loan Agreement, plus interest.

"Loan Agreement" means the loan agreement signed by Borrowers and dated February 3, 2021.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 6) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Note" means the promissory note signed by Borrowers and dated February 3, 2021, payable to the order of Lender in the original principal amount of

plus interest thereon.

"Property" has the meaning specified in Section 2 below.

"Riders" mean all Riders to this Security Instrument that are executed by Grantor.

"Security Instrument" means this document, which is dated **February 3, 2021**, together with all Riders to this document.

As used in this Security Instrument: (a) pronouns and other reference to any gender shall include all genders; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

2. Granting Clause. To secure to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of the Loan Parties' covenants and agreements under this Security Instrument, the Note, the Loan Agreement and the other Loan Documents (but specifically excluding the EIA and any obligations that are the substantial equivalent thereof, which are deemed *not* to be secured hereby), Grantor grants, bargains, and conveys to Lender, with power of sale, the following described property located in the **County of Twin Falls, State of Idaho** (the **"Land"**):

See Exhibit A attached hereto and made a part hereof.

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter **"Permitted Prior Encumbrances"**);

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located in or on the Land or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles therefrom, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the Land now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Grantor and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the Land, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all tangible personal property owned by Grantor and located on the Land, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the Land, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Grantor and which are located on the Land, together with all additional accessions, replacements, improvements, repairs and substitutions

to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the Land or other property described herein under the power of eminent domain or for any damage to the Land or other property described herein and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the Land or other property described herein and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Property. Grantor does hereby covenant and agree that Grantor will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the Land and/or the improvements and other property located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Grantor's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the **"Property."**

3. **Final Maturity.** The final maturity of the Note is February 3, 2031.

4. **Grantor's Rights.** Grantor covenants that Grantor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

5. **Charges; Liens.** Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Grantor shall promptly discharge any lien which has priority over this Security Instrument unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by,

or defend against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section 5.

Lender may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Loan.

6. Property Insurance. Grantor 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 including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Lender may require Grantor to pay, in connection with the Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor.

If Grantor fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument, the Loan Agreement, and the Loan. Lender may obtain insurance coverage, at Lender's option and Grantor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender under this Section 6 shall become additional debt of Grantor secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor. Unless Lender and Grantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken

promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied as provided in this Security Instrument and the other Loan Documents.

If Grantor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Grantor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property by foreclosure or otherwise, Grantor hereby assigns to Lender (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note, the Loan Agreement, or this Security Instrument, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note, the Loan Agreement, or this Security Instrument, whether or not then due.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 6 that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of Grantor's obligation for the completion of such repair or restoration.

Grantor will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Grantor will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Grantor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Grantor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this Security Instrument or other instrument providing security for the Note, to protect the Lender's interest in this Security Instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall be due and payable by Grantor on demand and is an obligation secured by this Security Instrument.

If this Security Instrument is on a leasehold, Grantor shall comply with all the provisions of the lease. Grantor shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Grantor shall not, without the express written consent of Lender, alter or amend the ground lease. If Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Grantor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantor. Such Miscellaneous Proceeds shall be applied as provided in this Security Instrument and the other Loan Documents.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Grantor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market

value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Grantor and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. **"Opposing Party"** means the third party that owes Grantor Miscellaneous Proceeds or the party against whom Grantor has a right of action in regard to Miscellaneous Proceeds.

The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property as provided in this Security Instrument and the other Loan Documents.

10. Grantor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not operate to release the lien of this Security Instrument or the liability of Grantor or any other Loan Party under this Security Instrument or any other Loan Document. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Loan Charges. Lender may charge Grantor fees for services performed in connection with any Event of Default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Grantor shall not be construed as a prohibition on the charging of such fee.

12. Notices. All notices given to Lender in connection with this Security Instrument shall be given and deemed effective when delivered in accordance with the Loan Agreement. All notices given to Grantor in connection with this Security Instrument shall be given and deemed effective when delivered to Borrowers in accordance with the Loan Agreement. If any notice required by this Security Instrument is also required under Applicable Law, the requirement of Applicable Law will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located without regard to its conflicts of laws provisions. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument, the Loan Agreement, or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument, the Loan Agreement, or the Note which can be given effect without the conflicting provision.

14. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Grantor.

15. Hazardous Substances. As used in this Section 15: (a) **"Hazardous Substances"** are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) **"Environmental Law"** means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) **"Environmental Cleanup"** includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an **"Environmental Condition"** means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantor shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Grantor is party to the EIA and, for the avoidance of doubt, Grantor's obligations and indebtedness under the EIA are not secured by this Security Instrument.

16. Additional Property Subject To This Security Instrument. This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of Idaho (the **"UCC"**). In addition to the Property described in this Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by this Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins, all irrigation equipment of every kind and nature, including but not limited to center irrigation pivots, pumps, PVC pipe, sprinklers, motors, well equipment, pumps and power units, now owned or hereafter acquired by Grantor and now or hereafter located and situated on the Property, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom, all of which, including replacements and additions thereto, shall be deemed to be and remain a

part of the Property covered by this Security Instrument.

In addition, Grantor hereby pledges and grants to Lender, and hereby creates a continuing lien and security interest in favor of Lender in and to all of Grantor's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired: (a) all fixtures; (b) all buildings and improvements of every kind and nature to the Land; (c) all irrigation equipment (including without limitation center irrigation pivots, pumps, PVC pipe, sprinklers, motors, well equipment, pumps and power units0; (d) All water and water rights and water shares, whether surface or underground, tributary, non-tributary, riparian, wells, well permits, ditches, ditch rights, reservoir and storage rights, water district taps, accounts and allocations appurtenant to and used in connection with the Land, specifically, including without limitation the following water rights evidenced by the following: Idaho Department of Water Resources claim numbers: 47-2256F, 47-2349D, 47-2358D, and 4710225; and Twin Falls Canal Company water stock certificate numbers and corresponding shares: 38772 (40.00 shares), 38773 (73.00 shares), 38774 (7.00 shares), 38775 (32.20 shares), 38776 (80.00 shares), 40015 (78.00 shares), and 40016 (40.00 shares); (e) all equipment and machinery; (f) all milk and other dairy products; (g) each and every right to the payment of money from the sale of milk and dairy products; and (h) all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the foregoing.

17. Fixture Filing. This Security Instrument constitutes a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

18. Use of Property; Compliance With Law. Grantor shall not seek, agree to or make a change in the permitted use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Grantor shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

19. Assignment of Leases. Upon Lender's request after any default under this Security Instrument, the Loan Agreement, or the Note, Grantor shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if this Security Instrument is on a leasehold.

20. Assignment of Rents; Appointment of Receiver; Lender In Possession. Grantor absolutely and unconditionally assigns and transfers to Lender all of Grantor's right, title and interest in and to the rents and revenues (**"Rents"**) of the Property, regardless of to whom the Rents of the Property are payable. Grantor authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Grantor may receive the Rents until Lender has given notice to the tenant(s) following an Event of Default that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

Upon notice by Lender following an Event of Default, (i) all Rents received by Grantor shall be held by Grantor in trust for the benefit of Lender only, to be applied to the sums secured by this Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Grantor agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees,

premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by this Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness secured by this Security Instrument.

Grantor represents and warrants that Grantor has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by this Security Instrument are paid in full.

21. Severability. Grantor and Lender intend as follows: (i) that if any provision of this Security Instrument is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (ii) that if an unenforceable provision is modified or disregarded in accordance with this Section 22, then the rest of this Security Instrument will remain in effect as written; and (iii) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

22. NON-UNIFORM COVENANTS. Grantor and Lender further covenant and agree as follows:

(a) **Release of Lien.** Upon payment of all sums secured by this Security Instrument, Lender shall release the lien created by this Security Instrument. Grantor shall pay the recordation costs and any fee for preparing the release of lien.

(b) **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

(c) **Acceleration; Remedies.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Note and foreclose this Security Instrument in a manner provided by law if Grantor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Note, any other evidences of debt, the Loan Agreement, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether expressly set

forth or not. The acceptance by Lender of any sum in payment or partial payment on the Note after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

(d) **Redemption.** The redemption period after sale on foreclosure shall be one year if the real property sold consisted of a tract of land more than 20 acres, and within 6 months after the sale if the real property sold consisted of a tract of land of 20 acres or less. Any agreement to extend the redemption period must be in writing.

(e) **STATUTE OF FRAUDS. PURSUANT TO IDAHO STATUTES § 9-505(5), A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF $50,000.00 OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING TO BE LEGALLY BINDING UPON SUCH PERSON OR ENTITY.**

[remainder of page intentionally blank – signature page follows]

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Grantor.

SILVA LAND COMPANY, LLC,
an Idaho limited liability company

By: Tony Silva
Tony Silva
Its: Member

By: John Silva
John Silva
Its: Member

By: Eilo Silva
Eilo Silva
Its: Member

By: Max Silva
Max Silva
Its: Member

[remainder of page intentionally blank – notary acknowledgements follow]

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

This record was acknowledged before me on February 3, 2021, by Tony Silva, as Member of Silva Land Company, LLC, an Idaho limited liability company.

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Signature
Residing In: Jerome, Idaho
Commission Expires: 04/02/2022

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

This record was acknowledged before me on February 3, 2021, by John Silva, as Member of Silva Land Company, LLC, an Idaho limited liability company.

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Signature
Residing In: Jerome, Idaho
Commission Expires: 04/02/2022

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

This record was acknowledged before me on February 3, 2021, by Eilo Silva, as Member of Silva Land Company, LLC, an Idaho limited liability company.

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Signature
Residing In: Jerome, Idaho
Commission Expires: 04/02/2022

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

This record was acknowledged before me on February 3, 2021, by Max Silva, as Member of Silva Land Company, LLC, an Idaho limited liability company

LAURY LAMB
COMMISSION #41905
NOTARY PUBLIC
STATE OF IDAHO

Laury Lamb
Notary Signature
Residing In: Jerome, Idaho
Commission Expires: 04/02/2022

SCHEDULE C

Legal Description:

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 4: Lot 2; SW¼NE¼; NW¼SE¼

SAVE AND EXCEPT the following described tracts:

Tract No. 1:
Beginning at the Northwest corner of the NE¼ of said Section;
Running thence South 215 feet;
Thence East on a line parallel to and distant 215 feet South from the North line of said Section to a point on the East line of said Lot 2, 215 feet South of the Northeast corner thereof;
Thence North 215 feet;
Thence West to the Point of Beginning.

Tract No. 2:
A parcel of land being on both sides of the centerline of U.S. Highway No. 30, Project No. F-2361(11) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being a portion of Government Lot 2 of Section 4, Township 10 South, Range 15 East Boise Meridian, described as follows, to-wit:

Commencing at the Northwest corner of Government Lot 2 of Section 4, Township 10 South, Range 15 East, Boise Meridian; Thence South 0°41'15" West along the West line of said Government Lot 2 a distance of 243.27 feet to a point on a line parallel with and 80.00 feet Southerly from the centerline and bears South 6°24'00" West from Station 130+36.09 of said U.S. Highway No. 30, Project No. F-2361(11) Highway Survey and being THE REAL POINT OF BEGINNING;
Thence South 83°36'00" East along said parallel line 1325.00 feet to a point in the East line of said Government Lot 2 opposite Station 143+61.09 of said Highway Survey;
Thence North 0°16'25" East along said East line 171.19 feet to a point in the Southerly right-of-way line of the Union Pacific Railroad and bears North 6°24'00" East, 90.21 feet from Station 143+42.82 of said Highway Survey;
Thence North 89°47'31" West along said Southerly railroad right-of-way line 1317.23 feet to a point in the West line of said Government Lot 2;
Thence South 0°41'15" West along said West line 28.27 feet to THE REAL POINT OF BEGINNING.

Tract No. 3:
A tract of land situated in the SW¼NE¼ of Section 4, Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

Commencing at a found ½ inch steel pin monumenting the Northwest corner of said Section 4;
Thence following the Northerly line of said Section 4, North 89°36'13" East a distance of 2,639.87 feet to a found ½ inch steel pin monumenting the North quarter corner of said Section 4; Thence leaving said Northerly line and following the Westerly line of the NE¼ of said Section 4, South 00°06'29" East a distance of 1,500.00 feet to a set ½ inch steel pin being THE POINT OF BEGINNING;
Thence leaving said Westerly line, South 83°59'24" East a distance of 191.95 feet to a set ½ inch steel pin;
Thence North 89°58'52" East a distance of 144.55 feet to a set ½ inch steel pin;
Thence South 89°52'39" East a distance of 55.70 feet to a set ½ inch steel pin;
Thence South 62°22'02" East a distance of 112.22 feet to a set ½ inch steel pin;
Thence South 00°57'38" West a distance of 176.37 feet to a set ½ inch steel pin;
Thence 790.53 feet following the arc of a non-tangent curve to the left, said curve having a radius of 1,360.00 feet, a central angle of 33°18'15", a chord bearing of South 36°27'29" West and a chord distance of 779.44 feet to a set ½ inch steel pin;
Thence South 89°53'31" West a distance of 22.79 feet to a set ½ inch steel pin on the Westerly line of said NE¼;
Thence following said Westerly line, North 00°06'29" West a distance of 875.51 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 4: SE¼NW¼ SAVE AND EXCEPT the following described:

Beginning at the Northeast corner of the SE¼NW¼ of said Section 4;
Thence South 250 feet;
Thence West 382 feet;
Thence North 250 feet;
Thence East 382 feet to THE POINT OF BEGINNING.

EASEMENT NO. 1:
Together with an ingress and egress easement as created by Grant of Easement between Leo Bernier and Opal Bernier, husband and wife, grantors unto G & H Farms, Inc., an Idaho corporation, dated March 19, 1985 and recorded March 21, 1985 as Instrument No. 877663, records of Twin Falls County, Idaho, and more particularly described as follows:

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 4: Part of the SE¼NW¼, more particularly described as follows:

Beginning at the Northeast corner of the SE¼NW¼;
Thence running South 20 feet;
Thence West 382 feet;
Thence North 20 feet;
Thence East 382 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 4: NE¼SE¼

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 33: N½SE¼ SAVE AND EXCEPT the East 25 feet thereof.

PARCEL NO. 5:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 33: SE¼NE¼ SAVE AND EXCEPT the South 30 feet thereof.

Section 34: SW¼NW¼ SAVE AND EXCEPT the following described:

A parcel of land located in the Southwest corner of the SW¼NW¼ and being more particularly described as follows:

Commencing at the West quarter corner of Section 34, Township 9 South, Range 14 East Boise Meridian, said point being THE REAL POINT OF BEGINNING;
Thence North 0°29'13" East, 397.11 feet along the Westerly boundary of said Section 34;
Thence South 89°58'22" East, 1323.40 feet to a point on the Easterly boundary of the SW¼NW¼ of said Section 34;
Thence South 0°24'56" West, 394.81 feet along the Easterly boundary of the SW¼NW¼ of said Section 34 to the Southeast corner thereof;
Thence South 89°55'40" West, 1323.91 feet along the Southerly boundary of the SW¼NW¼ of said Section 34 to THE REAL POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 34: Part of the SW¼NW¼, more particularly described as follows:

Commencing at the West quarter corner of Section 34, Township 9 South, Range 14 East Boise Meridian, said point being THE REAL POINT OF BEGINNING;
Thence North 0°29'13" East, 397.11 feet along the Westerly boundary of said Section 34;
Thence South 89°58'22" East, 1323.40 feet to a point on the Easterly boundary of the SW¼NW¼ of said Section 34;
Thence South 0°24'56" West, 394.81 feet along the Easterly boundary of the SW¼NW¼ of said Section 34 to the Southeast corner thereof;
Thence South 89°55'40" West, 1323.91 feet along the Southerly boundary of the SW¼NW¼ of said Section 34 to THE REAL POINT OF BEGINNING.

SAVE AND EXCEPT the following described:

Beginning at the West quarter section corner of Section 34, said corner marked by a 5/8 inch rebar which shall be THE POINT OF BEGINNING;
Thence North 00°20'49" East along the West section line for a distance of 280.44 feet;
Thence North 89°46'53" East for a distance of 25.00 feet to a ½ inch rebar;
Thence North 89°46'53" East for a distance of 130.33 feet to a ½ inch rebar;
Thence South 00°20'49" West for a distance of 255.44 feet to a ½ inch rebar;
Thence South 00°20'49" West for a distance of 25.00 feet to the South line of the SW¼NW¼;
Thence South 89°46'53" West along said line for a distance of 155.33 feet to THE POINT OF BEGINNING.

PARCEL NO. 7:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 34: Part of the SW¼NE¼, more particularly described as follows:

Commencing at the East quarter corner of said Section 34 from which the West quarter corner of said Section 34 bears South 89°55'40" West, 5303.08 feet; Thence South 89°55'40" West along the South boundary of the NE¼ of said Section 34 for a distance of 1859.78 feet to THE TRUE POINT OF BEGINNING;
Thence continuing South 89°55'40" West along the South boundary of the SW¼NE¼ of said Section 34 for a distance of 371.63 feet;
Thence North 01°38'13" West for a distance of 316.53 feet;
Thence South 89°55'40" West parallel with the South boundary of the SW¼NE¼ of said Section 34 for a distance of 413.00 feet to a point on the West boundary of the SW¼NE¼ of said Section 34;
Thence North 00°19'44" East along the West boundary of the SW¼NE¼ of said Section 34 for a distance of 1,012.95 feet to the Northwest corner of the SW¼NE¼ of said Section 34;
Thence North 89°55'15" East along the North boundary of the SW¼NE¼ of said Section 34 for a distance of 1,324.11 feet to the Northeast corner of the SW¼NE¼ of said Section 34;
Thence South 00°10'38" West along the East boundary of the SW¼NE¼ of said Section 34 for a distance of 1,032.36 feet;
Thence North 88°02'02" West for a distance of 510.82 feet;
Thence North 02°24'36" West for a distance of 12.09 feet;
Thence South 87°22'44" West for a distance of 268.15 feet;
Thence South 02°37'15" East for a distance of 154.97 feet;
Thence South 42°40'35" East for a distance of 127.67 feet;
Thence South 66°24'13" East for a distance of 166.09 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 8:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 34: SE¼NW¼ SAVE AND EXCEPT the following described:

Beginning at the Southwest corner of the SE¼NW¼;
Thence North along said quarter section line a distance of 208.71 feet to a point on said quarter section line;
Thence East along a line parallel to the South line of Section 34 a distance of 208.71 feet to a point;
Thence South along a line parallel to the West boundary of the SE¼NW¼, Section 34, a distance of 208.71 feet to a point on the South line of said SW¼NW¼;
Thence West along the South line of said SE¼NW¼ a distance of 208.71 feet to THE POINT OF BEGINNING.

PARCEL NO. 9:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 34: Part of the SE¼NW¼, more particularly described as follows:

Beginning at the Southwest corner of the SE¼NW¼;
Thence North along said quarter section line a distance of 208.71 feet to a point on said quarter section line;
Thence East along a line parallel to the South line of Section 34 a distance of 208.71 feet to a point;
Thence South along a line parallel to the West boundary of the SE¼NW¼ of Section 34 a distance of 208.71 feet to a point on the South line of said Section 34;
Thence West along the South line of said Section 34 a distance of 208.71 feet to THE POINT OF BEGINNING.

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 16, 2021

CONTERRA AGRICULTURAL CAPITAL LLC
5465 MILLS CIVIC PKWY STE 201
WDM IA 50266-5320

RE: Notice of Security Interest for Water Right No(s): 47-2256F, 47-2349D, 47-2358D & 47-10225

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Silva Land Company LLC
TitleOne, Jerome (File #20390356)

TitleOne
a title & escrow co.

237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

RECEIVED
FEB 10 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

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

Date: 02/08/2021

Escrow No. 20390356

Greetings,

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

- TitleOne Check no. 32973 in the amount of $100.00
- Notice of Security Interest in a Water Right
- Copy of the Recorded Mortgage Instrument no. 2021002818

Please make the necessary changes and return receipted copy to:

TitleOne
Attn: Alyssa Olsen
237 N. Lincoln
Jerome, ID 83338

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

Best Regards,

Alyssa Olsen

Alyssa Olsen
Ag Escrow Assistant