

RECEIVED

SEP 28 2020

WATER RESOURCES
WESTERN REGIONSTATE 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.
63-3180			
63-7002			

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

North Avenue Capital, LLC

816 AIA North, St. 304

Ponte Verde, FL 32082

Phone 866-526-4950

Email jrowell@northavenue.com

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

Gary & Martha Cunningham

5. Expiration Date of Notification Period

September 1, 2045

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable

Vice-President, North Avenue Capital, LLC

SUPPORT DATA

IN FILE # 63-3180**For Office Use Only**

Received by LE Date 09/28/2020 Receipt No. W046739 Fee \$50
 Processed by AJ LE Date 01/19/2021 WR _____ Date _____

AT-505640

**MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

**THIS MORTGAGE IS TO BE INDEXED NOT ONLY AS A MORTGAGE
BUT ALSO AS A FIXTURE FILING.**

THIS MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING is made this 21st day of September, 2020,
between:

Mortgagor: Gary Norris Cunningham and Martha Candace Cunningham, Husband and
Wife, as to the Real Estate described on *Exhibit A* whose address is 5900
Pearl Road, Eagle, ID 83616

And

3 Horse Ranch Vineyards, LLC, an Idaho Limited Liability Company as
to the personal property, including the personal property described on the
attached *Schedule 1* and the attached *Exhibit B*, whose address is 5900
Pearl Road, Eagle, ID 83616

(herein collectively "Mortgagor")

Mortgagee: North Avenue Capital, LLC, a Georgia limited liability company (herein
"Mortgagee"), whose address is 816 AIA North, St. 304, Ponte Vedra, FL
32082

FOR VALUE RECEIVED, Mortgagor does hereby grant, bargain, sell and convey
Mortgagee, the premises located in Gem County, Idaho and particularly described on *Exhibit A*
consisting of five (5) pages which is attached hereto and incorporated herein by reference (herein
"Real Property") to have and to hold the said premises, with their appurtenances, unto the said
Mortgagee, and Mortgagee's successors, heirs and assigns forever.

TOGETHER WITH the building, fixtures, improvements, and appurtenances now or
hereafter erected thereon (Improvements herein);

TOGETHER WITH all appurtenant water rights, including Water Rights 03-3180 and
63-7002, geothermal water rights, easements and rights of way whether or not recorded;

TOGETHER WITH all rents, issues, profits and income 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; and 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 adjoining the Real Property;

TO HAVE AND TO HOLD all of the foregoing Real Property and Improvements (herein collectively referred to as the Property) unto the Mortgagee, its successors and assigns.

This Indenture is given to secure:

ONE: Payment to Mortgagee of the indebtedness evidenced by a certain Term Note of even date, in the principal sum of Four Million Nine Hundred Twenty Thousand Dollars (\$4,920,000) with a final maturity of September 1, 2045 (hereinafter referred to as the "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, 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.

TWO: Payment of all other moneys herein agreed or provided to be paid by Mortgagor, including sums advanced or expended by Mortgagee, and interest thereon, pursuant to the provisions hereof, and including specifically, without limitation, sums advanced or expended by Mortgagee for the protection of the Property or for the protection of the interest of Mortgagee in the Property.

THREE: Performance and discharge of each and every obligation, promise and agreement of Mortgagor herein contained, including without limitation each and every obligation, promise and agreement of Mortgagor contained at any time subsequent to the date hereof for the purposes of further securing any indebtedness hereby secured, or any part thereof, or any further advancements or further or additional loans of any sums secured or any part thereof or any further advancements or further or additional loans of any sums hereafter made by Mortgagee to Mortgagor during the continuance of this Mortgage and secured hereby or for the purposes supplementing or amending this Mortgage.

The Note and all such debts, liabilities and obligations referred to in Paragraphs ONE, TWO AND THREE above, are all collectively hereinafter referred to as Obligations.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. **PAYMENT AND PERFORMANCE.** Mortgagor shall promptly pay when due the principal and interest as provided in the Note; all payments received by Mortgagee shall be applied first in payment of amounts due Mortgagee from Mortgagor under paragraph TWO hereof; then interest payable on the Note, then to the principal of the Note.

2. **WARRANTY OF TITLE.** Mortgagor is lawfully seized and possessed of good and indefeasible title to the Property, and Mortgagor hereby warrants the Property to be free and clear of all liens and encumbrances not set out herein, 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. **PROTECTION OF SECURITY:** 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.

If Mortgagee so elects at any time, Mortgagor shall provide, at its expenses, a tax service contract for the term of the loan issued by a tax reporting agency acceptable to Mortgagee. If Mortgagee does not so elect, Mortgagor shall reimburse Mortgagee for the cost of making annual tax searches throughout the term of the loan.

(b) **PRESERVATION AND MAINTENANCE OF PROPERTY WITHOUT ENCUMBRANCE:** Not commit waste, or authorize the repair or removal of any of the Improvements on the Real Property, or do or permit any act that would result in the creation of a lien upon the land 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.

(c) **COVENANTS:** Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, or requiring alterations or improvements to be made thereon, and Mortgagor shall not suffer nor permit any act to be done in or upon the Property in violation thereof. Mortgagor represents and warrants that prior use of the Property has been in compliance with all applicable laws and regulations.

5. **HAZARDOUS WASTE.** Mortgagor warrants and certifies to Mortgagee that:

Mortgagor has duly investigated the present and past uses of the Property and has made due inquiry as to whether the Property or any Property in the immediate vicinity has been or is the site of storage or contamination by any hazardous substances as defined in 42 U.S.C. Section 9601 (14);

Mortgagor represents that as of the date of execution of this Mortgage, Mortgagor has no knowledge, after due investigation, of any failure to comply with applicable, Local, State or Federal environmental laws, regulations, ordinances, and administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport or disposal of any hazardous substances, on or involved in or associated within the use of the Property.

Mortgagor has no knowledge, after due investigation, of the presence of any hazardous substances or toxic substances or hazardous or toxic emissions, or of any spills, releases, discharge or disposal of any hazardous substances, on or involved in or associated with the use of the Property.

For the purposes of this agreement "hazardous substances", "toxic substances" or "hazardous" or "toxic" emission shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, toxic or radioactive substance or other similar term by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, and shall include petroleum or petroleum based products.

Mortgagor agrees to immediately notify Mortgagee if Mortgagor becomes aware of any hazardous substances or other environmental problem related to the Property.

At its own costs, Mortgagor will take all actions which are necessary or desirable to clean up any hazardous substances effecting the property including removal, containment or other remedial actions.

6. **DEFENSE OF SECURITY.** Mortgagee may appear in and defend any action or proceedings 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.

7. **ABSOLUTE ASSIGNMENT OF LEASES, RENTS AND PROFITS:**
Mortgagee shall have the right, power and authority during the continuance of this Mortgage to collect the rents, income, issues and profits of the Property with or without taking possession of the Property affected hereby, and Mortgagor hereby absolutely and unconditionally assigns all

such leases, rents, income, issues and profits to Mortgagee. Provided however, Mortgagee consents to Mortgagor's collection and retention of such rents, income, issues and profits as they accrue

and become payable so long as Mortgagor is not, at such times, in default as hereafter defined. Upon any such default, Mortgagee may at any time, either in person, by agent, or by a receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the indebtedness hereby secured: (a) enter upon and take possession of the Property or any part thereof; and in its own name sue for or otherwise collect such rents, income, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order and priority as Mortgagee may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; and (c) lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate, or terminate or adjust the terms and conditions of existing leases. Unless Mortgagor and Mortgagee agree to otherwise in writing, any application of rents, income, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of the installment payments as provided in the Note or change the amount of such installments. The entering upon, the taking possession of the Property, the collection of such rents, income, issues and profits, and the application thereof as described herein, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

8. **CONDEMNATION.** Any award of damages, settlement or compensation in connection with any eminent domain action for public use of or any injury to the Real Property, or any part thereof, is hereby assigned by Mortgagor to Mortgagee and all money so received by Mortgagee may be applied to the indebtedness secured by the Mortgage or released by it in the same manner and with the same effect as herein provided for the disposition of the 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.

9. **INSURANCE.** Mortgagor will keep the Improvements insured against loss or damage by fire, standard extended coverage perils and such other hazards as Mortgagee shall from time to time require, in amounts approved by Mortgagee which amounts shall in no event be less than the outstanding principal balance of the Note or 100% of the full insurance value of the Improvements, whichever is greater, and shall at all times be sufficient to meet all applicable co-insurance requirements. All policies of insurance (hereinafter referred to as the "Policies") shall be issued by an insurer lawfully doing business in Idaho and acceptable to Mortgagee and shall contain the standard mortgages non-contribution clause endorsement or an equivalent endorsement satisfactory to Mortgagee naming Mortgagee as the person to which all payments by such insurance company shall be paid. Mortgagor shall pay the premiums for the Policies as

the same become due and payable. At the request of Mortgagee, Mortgagor will deliver certificates of insurance evidencing the insurance coverage required by this paragraph to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee a renewal policy or policies marked "premium paid" or other evidence of payment of premium reasonably satisfactory to Mortgagee. If at any time Mortgagee is not in receipt of written evidence that all insurance required hereunder is in force and effect, Mortgagee shall have the right without notice to Mortgagor to take such action as Mortgagee deems necessary to protect its interest in the Property, including, without limitation, the obtaining of such insurance coverage as Mortgagee, in its sole discretion, deems appropriate, and all expenses incurred by Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Mortgagor to Mortgagee upon demand. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of Obligations whether or not then due and payable in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Mortgagee and actually applied by Mortgagee in reduction of the Obligations.

10. **PARTIAL PAYMENTS.** 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.

11. **ACTIONS BY MORTGAGEE.** Without affecting the liability of Mortgagor, for the payment of the Obligations, and without affecting the lien of this Mortgage for the full amount of the Obligations remaining unpaid upon the Property, 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) accept additional security thereof of any kind or (b) release any Property, securing the Obligations.

12. **SECURITY AGREEMENT AND FIXTURE FILING:** This Indenture constitutes both a Mortgage and a Security Agreement, within the meaning of the Idaho Uniform Commercial Code. With respect to the Security Agreement, the Mortgagor shall mean the Debtor and the Mortgagee shall mean the Secured Party.

Mortgagor grants to Mortgagee a Security Interest in all tangible and intangible personal property, described on the attached Schedule 1 including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g)

crops), (h) deposit accounts and card receivables, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto used in the Mortgagor's Operations under the name and style of 3 Horse Ranch Vinyards at 5900 Pearl Road, Eagle, Idaho on the real estate legally described on the attached **Exhibit A**, including the specific items listed on the attached **Exhibit B** and all assets now owned or hereafter acquired by Mortgagor and wherever located as well as proceeds from the sale of those assets and all replacements of those assets or additions thereto.

Mortgagor acknowledges that certain items of equipment, actually and as a matter of law, are fixtures and are deemed a part of the Real Property, and this Mortgage shall constitute a security agreement and the related UCC-1 financing statement and each shall be filed as a fixture filing in the records of Gem County, State of Idaho against the Mortgagor's Real Property, as to all fixtures, whether now owned or hereafter acquired, including the described on the attached **Exhibit B** and all replacements of those assets or additions thereto. Mortgagee and Mortgagor shall file a UCC-1F as to the crop referenced on Schedule 1.

Except for the purpose of making replacements of the fixtures which Mortgagor now has or hereafter acquires which are affixed to the buildings upon the Real Property, Mortgagor will not sell or dispose of any of said fixtures, nor part with possession of any of the same, nor permit any of the fixtures to be removed from the Real Estate, while this Mortgage shall remain in force and effect, without the written consent of the Mortgagee.

Mortgagor will take adequate care of the collateral; insure the collateral for such hazards and in such amounts as required by the Loan Agreement; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the obligation, and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, attorneys' fees and legal expenses, rent, storage costs, and expense of sale; furnish Mortgagee with any information on the collateral reasonably requested by Mortgagee; allow Mortgagee to inspect the collateral upon reasonable notice and at reasonable times, and inspect and copy all records relating to the collateral and the obligations; sign any papers furnished by Mortgagee that are necessary to obtain and maintain this security interest; notify Mortgagee of any change occurring in or to the collateral, or in any fact of circumstance warranted or represented by Mortgagor in this agreement of furnished to Mortgagee, or in any event of default occurs.

Mortgagor will not (without Mortgagee's consent): remove the collateral from the locations specified herein.

Mortgagor warrants no financing statement has been filed with respect to the collateral, other than relating to this security interest; Mortgagor is absolute owner of the collateral, and it is not encumbered other than by this security interest except by written agreement (and the same will be true of collateral acquired hereafter when acquired).

Mortgagor hereby authorizes the Mortgagee to prepare and file where appropriate any financing statement necessary to perfect the security interest herein granted to the Mortgagee, and to file continuation statements from time to time to keep said security interest perfected.

13. ***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 sixty (60) days after its entry or levy;

(d) Mortgagor fails to perform any terms, conditions, covenants or agreements which are part of this Mortgage, the Note, the Loan Agreement executed between the parties, and any other loan document executed in connection herewith (collectively, the "Loan Documents").

14. ***ACCELERATION, REMEDIES.*** Upon the occurrence of an Event of Default, 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 a foreclosure report shall, when incurred or paid by Mortgagee, become a part of the Obligation and shall be paid by Mortgagor together with all of the foreclosure costs.

In the event of default, Mortgagee may foreclose this Mortgage pursuant to law. In the event any action is brought to foreclose this Mortgage as a Mortgage, 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, provided insurance, make needed repairs to Improvements

upon the Real 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.

15. **REMEDIES NOT EXCLUSIVE.** Mortgagee shall be entitled to enforce payment of the Obligations and to exercise all rights and powers under this Mortgage, the Note, or the Loan Documents under any laws now or hereafter in the force. 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.

16. **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.

17. **NOTICE:** Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Mortgagor or Mortgagee give or serve any notice, demands, requests or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or is mailed by regular mail, postage prepaid, to the respective addresses set forth hereinabove. Any party may at any time change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Mortgagor or Mortgagee, when given in the manner designated herein.

18. **INSPECTION.** Mortgagor agrees to permit Mortgagee and/or its agents, at reasonable times without notice to inspect the Property for the purpose of determining whether Mortgagor is in compliance with the provisions of the Note, this Mortgage and the other Loan Documents.

19. **ATTORNEY'S FEES.** Mortgagor agrees to pay all costs of collection, including reasonable attorney's fees and all costs of suit and appeal (the "Costs") in the event that: (a) there shall occur an Event of Default under this Mortgage; (b) it becomes necessary to project the security for the indebtedness secured hereby, or for the foreclosure by the Mortgagee of this Mortgage; (c) the Mortgagee is made party to any litigation or administrative action merely because of existence of this Mortgage; or (d) it becomes necessary by reason of acts or omissions of Mortgagor for the Mortgagee to seek the advice of counsel with respect to the Note or

Mortgage. Costs shall be paid whether suit be brought or not, and whether they are incurred through courts of original jurisdiction, through courts of appellate jurisdiction, or through a bankruptcy court or through other legal proceedings.

20. **PROTECTION OF MORTGAGEE'S SECURITY.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, or arrangements or proceedings involving a bankruptcy or decedent, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to Paragraph 20, with interest thereon, shall become an additional Obligations of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment hereof, and shall bear interest from the date of disbursement at the effective interest rate on the Note. Nothing contained in this Paragraph 20 shall require Mortgagee to incur any expense or take any action hereunder.

21. **ENTIRE AGREEMENT.** This Mortgage, together with the Note and the Loan Agreement between Mortgagor and Mortgagee 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, whether made by any party hereto or by any agent, employee or representative of any party hereto.

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

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 shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Mortgage, but same shall be construed as if such invalid, or unenforceable provision had never been contained herein or therein.

25. **SATISFACTION OF MORTGAGE.** Upon payment of all sums secured by this Mortgage, Mortgagee prepare and deliver to Mortgagor a Satisfaction of Mortgage along with the Note. Mortgagor shall be responsible for recording the Satisfaction of Mortgage and

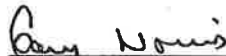
shall pay all costs of recordation.

26. **DUE ON SALE.** The financial stability and business ability of the Guarantors of the Members/Managers of Mortgagor is a substantial and material consideration to Mortgagee in their agreement to make the Loan to Mortgagor secured by this instrument. Therefore, in order to induce Mortgagee to make its loan, Mortgagor agrees that, in the event of any transfer of the Property without the prior written consent of Mortgagee, Mortgagee shall have the absolute right at their option, to declare all sums secured hereby immediately due and payable. Mortgagee may grant or deny such consent in their sole discretion and, if consent should be given, any such transfer shall be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Mortgagor from any liability thereunder. As used herein, "transfer" includes the sale, agreement to sell, transfer or conveyance of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law, or otherwise.

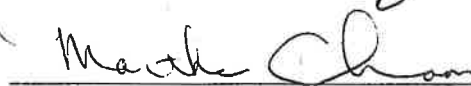
If Mortgagee exercises the option to require immediate payment in full, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed to the Mortgagor's address set forth above, within which Mortgagor must pay all sums secured by this Mortgage without further notice or demand on Mortgagor.

IN WITNESS WHEREOF, Maker intending to be legally bound, has caused this Note to be executed under seal by its duly authorized officers, as of the date first above written.

MORTGAGOR:



Gary Norris Cunningham



Martha Candace Cunningham

3 Horse Ranch Vineyards, LLC

By: 

Gary Cunningham, Member

By: 

Martha Cunningham, Member

STATE OF IDAHO)

County of Ada)
:SS

This record was acknowledged before me on 21st day of September, 2020 by Gary Norris Cunningham and Martha Candace Cunningham, Husband and Wife, and by 3 Horse Ranch and Vineyards, LLC by its Members Gary Cunningham and Martha Cunningham.

(SEAL)



Lisa Arnold

NOTARY PUBLIC - STATE OF IDAHO

Residing at: Boise

My Commission Expires: 5/21/2026

SCHEDULE 1

DEBTOR: 3 HORSE RANCH VINEYARDS, LLC
GARY CUNNINGHAM
MARTHA CUNNINGHAM

SECURED PARTY/LENDER: NORTH AVENUE CAPITAL, LLC

DESCRIPTION OF COLLATERAL:

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, including without limitation, on the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof:

1. All rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, howsoever evidenced or incurred, including, without limitation, all accounts, instruments, chattel paper and general intangibles, all returned or repossessed goods and all books, records, computer tapes, programs, and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.
2. All inventory of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all goods of Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, all raw materials, work-in-progress, finished goods and supplies used or consumed in Debtor's business, together with all returns, repossessions, substitutions, replacements, parts, additions, accessions and all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders, for the delivery of all, or any portion, of the foregoing.
3. All equipment of the Debtor, including, without limitation, all machinery, furniture, furnishings, leasehold improvements, fixtures, forklifts, dies and tools and personal property of any kind of Debtor, together with all accessories and attachments thereto, all replacements and substitutes used or useful in the Debtor's business, whether now owned or hereafter acquired or arising. Some of the foregoing are or may become fixtures affixed to the real property described herein.
4. All of Debtor's present and future right, title and interest in and to all contracts, agreements, plans, governmental authorizations, consents, licenses, approvals, permits and other documents that concern or relate to the Land or the business of the Debtor and/or the construction of improvements on the Land.

5. All property of Debtor left with Secured Party or in its possession now or hereafter and any balance or deposit account of Debtor and all drafts, checks and other items deposited in or with Lender by Debtor for collection or safekeeping, with full authority given Secured Party, upon the occurrence of any Event of Default as set forth in the various loan documents between Debtor and Secured Party, to charge any or all such indebtedness of Debtor without notice or demand against any obligation secured hereby.

6. All general intangibles now owned or hereafter acquired by the Debtor.

7. This Financing Statement also covers:

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property more particularly described in Exhibit "A" (hereinafter referred to as the "Land") and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plans, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them. The location of the above-described collateral is also the location of the Land.

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and

all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

(c) All income, rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same.

8. All products and proceeds (including insurance proceeds, pre-petition and post-petition bankruptcy proceeds) arising from or in any way relating to any or all of the collateral described above.

9. All items listed on Exhibit "B" attached hereto and incorporated herein by reference.

EXHIBIT "A"
LEGAL DESCRIPTION

Tract I:

Parcel A:

The Southwest Quarter of the Southeast Quarter, of said Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel B:

That part of the Southeast Quarter of the Southeast Quarter, lying North and West of the County Road, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel C:

The West Half of the Northeast Quarter of the Southeast Quarter, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel D:

The South Half of the Southwest Quarter, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel E:

The Northeast Quarter of the Southwest Quarter, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel G:

The Northwest Quarter of the Southeast Quarter, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Parcel H:

All that tract of land situated in a portion of the East Half of the Northeast Quarter of the Southeast Quarter, lying Westerly of the centerline of Pearl Road and Southerly of the centerline of Jackass Gulch Road, of Section 24, Township 6 North, Range 1 West, of the Boise Meridian, Gem County, Idaho.

Tract II:

Parcel I:

A parcel of land being a portion of Section 25, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

BEGINNING at a found ½ inch rebar/no cap, marking the Northwest corner of Section 25, Corner Record No. 319131, from which the Northeast corner of said Section 25, marked by an aluminum cap, Corner Record No. 319134, bears South 89°40'24" East, 5260.48 feet;

Thence South 89°40'24" East, coincident with the North line of said Section 25, a distance of 3945.36 feet to the East 1/16 corner common to Sections 24 and 25, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence South 00°49'59" West, coincident with the East line of the Northwest Quarter Northeast Quarter of said Section 25, a distance of 1312.05 feet to the Northeast 1/16 corner of said Section 25, marked by a 5/8 inch rebar 2/inch aluminum cap PLS 10561;

Thence South 24°45'42" West, 1435.07 feet to the South line of the Southwest Quarter Northeast Quarter marked by a 5/8 inch rebar/plastic cap PLS 10561;

Thence North 89°08'07" West, coincident with said South line, 735.00 feet to the Center Quarter corner of said Section 25, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence continuing North 89°08'07" West, coincident with the South line of the Northwest Quarter of said Section 25, a distance of 1088.08 feet to a 5/8 inch rebar/plastic cap PLS 10561;

Thence North 41°34'58" East, 1668.38 feet to the East line of said Northwest Quarter, marked by a 5/8 inch rebar/plastic cap PLS 10561;

Thence North 00°52'36" East, coincident with said East line, 685.18 feet to the Northwesterly prescriptive right of way line of Pearl Road, marked by a 5/8 inch rebar/plastic cap PLS 10561;

Thence coincident with said Northwesterly prescriptive right of way line the following eight (8) courses:

South 64°28'55" West, 236.86 feet to a 5/8 inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the left;

Southwesterly, 206.54 feet along the arc of said curve to the left, with a radius of 1425.00 feet, a central angle of 08°18'16", subtended by a chord bearing South 60°19'47" West, 206.36 feet to a 5/8 inch rebar/plastic cap PLS 10561;

South $56^{\circ}10'39''$ West, 755.83 feet to a 5/8 inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the left;

Southwesterly, 148.70 feet along the arc of said curve to the left, with a radius of 625.00 feet, a central angle of $13^{\circ}37'56''$, subtended by a chord bearing South $49^{\circ}21'41''$ West, 148.35 feet to a 5/8 inch rebar/plastic cap PLS 10561;

South $42^{\circ}32'43''$ West, 995.28 feet to a 5/8 inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the left;

Southwesterly, 264.97 feet along the arc of said curve to the left, with a radius of 825.00 feet, a central angle of $18^{\circ}24'07''$, subtended by a chord bearing South $33^{\circ}20'40''$ West, 263.83 feet to a 5/8 inch rebar/plastic cap PLS 10561;

South $24^{\circ}08'37''$ West, 142.56 feet to a 5/8 inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the right;

Southwesterly, 128.97 feet along the arc of said curve to the right, with a radius of 875.00 feet, a central angle of $08^{\circ}26'42''$, subtended by a chord bearing South $28^{\circ}21'58''$ West, 128.85 feet to the South line of said Northwest Quarter, marked by a 5/8 inch rebar/plastic cap PLS 10561,

Thence, leaving said Northwesterly prescriptive right of way line, South $89^{\circ}08'07''$ East, coincident with said South line, a distance of 722.24 feet to the Central West 1/16 corner, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence South $00^{\circ}57'19''$ West, coincident with the East line of the Northwest Quarter Southwest Quarter of said Section 25, a distance of 1311.89 feet to the Southwest 1/16 corner of said Section 25, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence North $88^{\circ}59'59''$ West, coincident with the South line of said Northwest Quarter Southwest Quarter, a distance of 1315.74 feet to the South 1/16 corner common to Sections 25 and 26, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence North $00^{\circ}48'07''$ East, coincident with the West line of said Section 25, a distance of 2626.05 feet to the North 1/16 corner common to Sections 25 and 26, marked by a 5/8 inch rebar/2 inch aluminum cap PLS 10561;

Thence North $01^{\circ}19'53''$ East, coincident with the West line of said Section 25, a distance of 1269.81 to the POINT OF BEGINNING.

Parcel J:

A parcel of land being a portion of the Northwest Quarter of said Section 25, Township 6 North,

Range 1 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at a found $\frac{1}{2}$ inch rebar/no cap, marking the Northwest corner of Section 25, Corner Record No. 319131, from which the Northeast corner of said Section 25, marked by an aluminum cap, Corner Record No. 319134, bears South $89^{\circ}40'24''$ East, 5260.48 feet;

Thence South $01^{\circ}19'53''$ West, coincident with the West line of said Section 25, a distance of 1269.81 to the North $\frac{1}{16}$ corner common to Sections 25 and 26, marked by a $\frac{5}{8}$ inch rebar/2 inch aluminum cap PLS 10561;

Thence South $00^{\circ}48'07''$ West, coincident the said West line, a distance of 1317.27 feet to the West Quarter corner of said Section 25, marked by a $\frac{5}{8}$ inch rebar/2 inch aluminum cap PLS 10561;

Thence South $89^{\circ}08'07''$ East, coincident with the South line of the Northwest Quarter of said Section 25, a distance of 597.00 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561 on the Northwesterly prescriptive right of way line of Pearl Road, the beginning of a non-tangent curve to the left and the POINT OF BEGINNING;

Thence coincident with said Northwesterly prescriptive right of way line the following eight (8) courses:

Northeasterly, 128.97 feet along the arc of said curve to the left with a radius of 875.00 feet, a central angle of $08^{\circ}26'42''$, subtended by a chord bearing North $28^{\circ}21'58''$ East, 128.85 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561;

North $24^{\circ}08'37''$ East, 142.56 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the right;

Northeasterly, 264.97 feet along the arc of said curve to the right, with a radius of 825.00 feet, a central angle of $18^{\circ}24'07''$, subtended by a chord bearing North $33^{\circ}20'40''$ East, 263.83 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561;

North $42^{\circ}32'43''$ East, 995.28 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the right;

Northeasterly, 148.70 feet along the arc a said curve to the right, with a radius of 625.00 feet, a central angle of $13^{\circ}37'56''$, subtended by a chord bearing North $49^{\circ}21'41''$ East, 148.35 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561;

North $56^{\circ}10'39''$ East, 755.83 feet to a $\frac{5}{8}$ inch rebar/plastic cap PLS 10561 and the beginning of a tangent curve to the right;

Northeasterly, 206.54 feet along the arc a said curve to the right, with a radius of 1425.00 feet, a central angle of $08^{\circ}18'16''$, subtended by a chord bearing North $60^{\circ}19'47''$ East, 206.36 feet to a 5/8 inch rebar/plastic cap PLS 10561;

North $64^{\circ}28'55''$ East, 236.86 feet to a 5/8 inch rebar/plastic cap PLS 10561 on the East line of said Northwest Quarter;

Thence leaving said Northwesterly prescriptive right of way line, South $00^{\circ}52'36''$ West, coincident with said East line, 685.18 feet to a 5/8 inch rebar/plastic cap PLS 10561;

Thence South $41^{\circ}34'58''$ West, 1668.38 feet to a 5/8 inch rebar/plastic cap PLS 10561 on the South line of said Northwest Quarter;

Thence North $89^{\circ}08'07''$ West, coincident with said South line, a distance of 953.40 feet to the POINT OF BEGINNING.

Tract III:

Parcel L:

The Southeast Quarter of the Northeast Quarter, of Section 26, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

Parcel M:

The Southeast Quarter of the Northwest Quarter, of Section 26, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

Parcel N:

The Northeast Quarter of the Southwest Quarter, of Section 26, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

Parcel O:

The Southeast Quarter, of Section 26, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

EXHIBIT "B"

Item#	Name	Manufacturer	Purpose
1	Crush Equipment	Bucher/Vaslin	Delta E2 Destemmer
2	Crush Equipment	Bucher/Vaslin	Incline Conveyor for Destemmer
3	Crush Equipment	Bucher/Vaslin	Xplus 40 Grape Press
4	Tanks	Vintner's Vault	2033L/537gal Variable Capacity SS Tank Shipping from Martin Winery
5	Freight		
6	Cooperage	Various	64 X 60 gal mixed neutral barrels
7	Cooperage	Western Square	44 used 7" double inside bar barrel racks
8	Tanks	Flex Tank	6 X 300 gal Poly wine tank
9	Lab Equipment	Unitech	Enolyzer Model 4500
10	Cellar Equipment	Wilden	1" Air Pump
11	Freight		Shipping from Teso' Aria
12	Cooperage		22 X 75 gal Stainless Steel Barrels
13	Cooperage	Various	100 once filled French Oak BBLs
14	Cooperage	Various	106 FO Barrels see detail
15	Freight		Shipping FN, Ehlers and Caldwell barrels
16	Tanks	Criveller	2 X 3000 gal Stainless Steel Tank, 1 X 2,000 gal SS Tank, misc. accessories Shipping Criveller tanks
17	Freight		
18	Tanks	Santa Rosa Stainless Steel	2 X 1500 gal Stainless Steel tanks
19	Freight		Shipping from McSherk
20	Tanks	Spokane Ind	2 X 1500 gal Stainless Steel tanks
21	Freight		Shipping from Spokane Industries
22	Crush Equipment	Keisel	SP16FTF Must Pump
23	Cellar Equipment	Keisel	RG1 Tank Mixer
24	Crush Equipment	Vintners Vault	Pneumatic Bin Punch Down
25	Cooperage	Western Square	110 Barrel Racks @ \$125
26	Freight		Freight for JP Used Equip
27	Cellar Equipment	Western Square	Stokes Ladder
28	Cellar Equipment	Western Square	Barrel Washing System
29	Cellar Equipment	Western Square	Barrel Washing wand with spray ball
30	Freight		Freight and crate for Western Square
31	Crush Equipment	Macro Plastics	32 X 48S one ton fermenting bins
32	Crush Equipment	Macro Plastics	16 28S Macro Harvest bins
33	Freight		Freight from OVS

34	Forklift	TBD	Forklift
35	Cellar Equipment	TBD	Wine Pump
36	Cellar Equipment	Various	Misc. Equipment
37	Cellar Equipment	Various	Fittings, hoses, valves
38	Cellar Equipment	Aqua tools	AquaBlaster LT barrel washer
39	Cellar Equipment	TBD	Hot Pressure Washer
40	Cellar Equipment	TBD	Cleaning Supplies: Brushes, Brooms, Buckets, Totes,
41	Cellar Equipment	TBD	Safety Supplies, Ladders, Gloves, Rain suits
42	Freight		Shipping Misc. Equipment
43	Tanks	Flex Tank	4 X 300 gal Flex Tanks
44	Tanks	IBC Totes	10 X 275 gal
45	Freight		Shipping from Portland
46	Cooperage	Treuil	10 New barrels FR&AM Oak
47	Freight		Shipping from Napa
48	Office		Computer
49	Safety		O2 & SO2 meters
50	Safety		2 Harness & Lanyard
51	Lab Equipment	Various	Labware Chemicals
52	Cellar Equipment	Flomec	1.5" Flowmeter

Permanent Plantings:

Item	Variety	Clone	Plants	Plants Per Acre	Year Planted	Leaf
1	Cabernet Sauvignon	8	2,128	726	2005	16
2	Chardonnay	76	1,034	726	2005	16
3	Malbec	3	772	726	2005	16
4	Syrah	Joseph Phelps	1,254	726	2005	16
5	Viognier	1	1,268	726	2005	16
6	Syrah TC	Tablas Creek	801	726	2006	15
7	Mourvedre	Tablas Creek	783	726	2006	15
8	Pinot Gris	01SM-S	4,082	726	2006	15
9	Rousanne	Tablas Creek	1,589	726	2006	15
10	Cabernet Sauvignon	6	1,194	726	2007	14
11	Grenache	Tablas Creek	1,399	726	2007	14
12	Viognier	Tablas Creek	1,437	726	2007	14

13	Merlot	3	1,263	726	2008	13
14	Petit Verdot	2	555	2,723	2008	13
15	Syrach TC	Tablas Creek	235	726	2008	13
16	Sauvignon Blanc	Gistarv-5	3,455	726	2009	12
17	Sauvignon Blanc	Gistarv-5	507	2,723	2012	9
18	Chardonnay	Dijon	1,738	2,723	2010	11
19	Merlot	3	769	2,723	2010	11
20	Cabernet Franc	1	805	2,723	2013	8
21	Cabernet Sauvignon	Oakville	2,700	2,723	2013	8
22	Petit Verdot	2	350	2,723	2013	8
23	Pinot Noir	657/29/44/45	1,616	2,723	2018	3
24	Malbec	3	1,650	2,723	2018	3
25	Merlot	3	1,200	2,723	2018	3



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 19, 2021

NORTH AVENUE CAPITAL LLC
816 A1A N STE 304
PONTE VEDRA FL 32082-3219

RE: Notice of Security Interest for Water Right No(s): 63-3180, 63-7002

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water rights 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) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure

c: MARTHA CUNNINGHAM, GARY CUNNINGHAM



Thomas J. Holmes
203 S Garfield ■ Pocatello, ID 83204
Phone (208) 232-5911 ■ Fax (208) 232-5962
tholmes@beardstclair.com

RECEIVED

SEP 28 2020

WATER RESOURCES
WESTERN REGION

September 23, 2020

Idaho Department of Water Resources
Western Regional Office
2735 W. Airport Way
Boise, ID 83705-5082

Dear Water Resources:

Please find the following:

1. Notice of Security Interest in a Water Right.
2. Recorded Mortgage evidencing said security interest.
3. Check payable to you for \$50.00.

Please email if you have any questions.

Sincerely,

Thomas J. Holmes

TJH/lk
northavenuecapital092320.ltr

Enclosures

Attorneys licensed in						
Idaho	Colorado	Montana	North Dakota	Washington	Wyoming	Utah
Jared W. Allen	John M. Avondet	Michael W. Brown	Jeffrey D. Brunson	Gregory C. Calder		
Dan C. Dummar	Joseph D. Fairbank	Jarin O. Hammer	Herbert J. Heimerl III	Melissa O. Heimerl		
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