

RECEIVED

MAR 05 2018

DEPT OF WATER RESOURCES
SOUTHERN 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.
36-15555			
36-15556			

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

Paul B and Rosa M Azevedo, & Joao Azevedo, aka John D

3271 South 1500 East, Wendell, ID 83355

Phone _____

Email _____

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

Acuna Dairy, LLC

5. Expiration Date of Notification Period

April 5, 2038

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

✓ Paul B Azevedo

✓ Rosa M Azevedo

✓ John D Azevedo by Paul Azevedo

ATTY in FACT

For Office Use Only

Received by

DM

Date

3-5-2018

Receipt No.

5036615

Fee

\$100-

Processed by AJ

Date

WR

DM

Date

3-28-2018

SUPPORT DATA

IN FILE # 36-15555

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

Instrument # 261019
GOODING COUNTY, GOODING, IDAHO
02-28-2018 14:11:42 No. of Pages: 6
Recorded for: TITLEONE - GOODING
DENISE GILL Fee: \$46.00
Ex-Officio Recorder Deputy: JM
Electronically Recorded by Simplifile

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of February, 2018, between ACUNA DAIRY LLC whose address is 313 W 700 N, Jerome, Idaho 83338, herein called "GRANTOR;" TITLEONE CORPORATION, an Idaho corporation, herein called "TRUSTEE;" and JOAO AZEVEDO aka JOHN D. AZEVEDO, a single man, or PAUL B. AZEVEDO and ROSA M. AZEVEDO, husband and wife, whose address is 3271 S 1500 E, Wendell, ID 83355, herein called "BENEFICIARIES;"

WITNESSETH:

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property and improvements in the County of Gooding, State of Idaho, described on Exhibit "A" attached hereto and containing not more than forty (40) acres.

Said Property also shall include an existing barn, loafing shed, and all dairy equipment on the described real property.

TOGETHER WITH the rents, issues and profits thereof, and all rights of homestead exemption; SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues and profits.

THIS DEED OF TRUST IS EXECUTED FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a Promissory Note dated February ___, 2018, executed by Grantor, the unpaid balance of which is the sum of Five Hundred Thirty Thousand Four Hundred and no/100 Dollars (\$530,400.00), final payment due on or before the fifth day of April, 2038.

A. To protect the security of this deed of trust, Grantor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all law affecting the property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer, or permit any act on the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts from which the character or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiaries fire insurance satisfactory to and with loss payable to Beneficiaries. The amount collected under any fire or other insurance policy may be applied by Beneficiaries against any indebtedness secured hereby and in such order as Beneficiaries may determine, or at option of

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Beneficiaries the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or trustee; and to pay all expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiaries or trustee may appear.

4. To pay, at least ten days before delinquency, all taxes and assessments affecting the property; when due, all encumbrances, charges, and liens, with interest, on the property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this trust. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall at the option and on demand of Beneficiaries, pay each month one-twelfth of the estimated annual taxes, assessments, insurance premiums, maintenance, and other charges upon the property, in trust for Grantor' use and benefit and for the payment by Beneficiaries of any such item when due. Grantor' failure so to pay shall constitute a default hereunder.

5. To pay immediately and without demand all sums expended by Beneficiaries or trustee pursuant to the provisions hereof, with interest from date of expenditure at ten percent (10%) per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiaries or trustee, without any obligation to do so and without notice to or demand on Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or trustee being authorized to enter on the property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this deed of trust by judicial foreclosure, pay necessary expenses, employ counsel and pay her/its reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to the property or any part thereof is hereby assigned and shall be paid to Beneficiaries, who may apply or release such moneys received by it in the same manner and with the same effect as above provided for this position of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive the right either to require prompt payment when due of all other sums so secured or declare default for failure to so pay.

3. At any time or from time to time, without liability therefor, and without notice, on written request of Beneficiaries in presentation of this deed of trust

and note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, trustee may reconvey all or any part of the property, consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. On written request of Beneficiaries stating that all sums secured hereby have been paid, and on surrender of this deed of trust and note to trustee for cancellation and retention and on payment of its fees, trustee shall reconvey without warranty the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers on Beneficiaries the right, power and authority, during the continuance of this trust, to collect the rents, issues, and profits of the property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as may become due and payable. On any such default, Beneficiaries may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the property or any part thereof, in Beneficiaries' own names sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering on and taking possession of the property, the collection of such rents, issues, and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. If all or any part of Grantor's interest in the above described real property is sold, transferred, conveyed, encumbered or exchanged without the Beneficiaries' prior written consent, the Beneficiaries may, at the Beneficiaries' option, declare all sums secured by this Deed of Trust to be fully matured and immediately due and payable; and the Beneficiaries may, without further notice or demand on the Grantor, invoke the remedy of foreclosing this Deed of Trust as hereinafter provided.

7. On default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiaries. In the event of default, Beneficiaries shall execute or cause trustee to execute a written notice of such default and of their election to cause the property to be sold to satisfy the obligation hereof and shall cause such notice to be recorded in the office of the Recorder of each county in which the real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale,

either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its' deed conveying the property sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, trustee, or Beneficiaries, may purchase at such sale.

After deducting all costs, fees, and expenses of trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, trustee shall apply the proceeds of sale to payment of or to all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; to the obligation secured by the trust deed; to the holders of any recorded liens subsequent to the interest of trustee in the trust deed as their interest may appear; and the remainder, if any, to the person or persons legally entitled thereto.

8. This deed of trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiaries" shall mean the holders and owners of the note secured hereby, or, if the note has been pledged, the pledgee thereof. Whenever the context herein so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiaries, or trustee shall be a party unless brought by trustee.

10. In the event of dissolution or resignation of trustee, Beneficiaries may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to Grantor at the address hereinabove set forth.

Executed as of the day and year first written above.

ACUNA DAIRY LLC

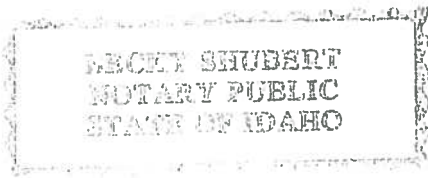
By: Apolinar Acuna Alferez
Apolinar Acuna Alferez, Member

By: Luis Acuna Alferez
Luis Acuna Alferez, Member

STATE OF IDAHO)
County of Jerome) ss.

On this 28th day of February, 2018, before me, a Notary Public in and for said State personally appeared Apolinar Acuna Alferez and Luis Acuna Alferez, known or identified to me to be the managers or members of the limited liability company that executed the foregoing instrument or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Bella Shubert
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho
Commission Expires: 02-23-2023

Exhibit A

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: East 881.40 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described tract of land:

Beginning at the Southeast corner of said Section 1;

Thence along the Easterly boundary of said Section 1, North 0°00' East, 1970.20 feet to THE TRUE POINT OF BEGINNING;

Thence along the Easterly boundary of said Section 1, North 0°00' East, 435.6 feet;

Thence North 90°00' West, 200.00 feet;

Thence South 0°00' East, 435.6 feet;

Thence North 90°00' East, 200.00 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO an easement for ingress and egress over the Southerly 30 feet of the above described property.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 1;

Thence along the Easterly boundary of said Section 1, North 0°00' East, 1970.20 feet to THE TRUE POINT OF BEGINNING;

Thence along the Easterly boundary of said Section 1, North 0°00' East, 435.6 feet;

Thence North 90°00' West, 200.00 feet;

Thence South 0°00' East, 435.6 feet;

Thence North 90°00' East, 200.00 feet to THE TRUE 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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

March 28, 2018

ACUNA DAIRY LLC
3057 S 2300 E
WENDELL ID 83355-3153

Re: Change in Ownership and Notice of Security Interest for Water Right No(s): 36-15555 & 36-15556

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest(s) of the above referenced water right(s). The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Denise Maline
Administrative Assistant I

Enclosure(s)

c: PAUL AZEVEDO, ROSA M AZEVEDO, JOHN D AZEVEDO (*Security Interest Holders*)
TITLEONE CORPORATION, GOODING (Escrow #18306770)



706 Main St., PO Box 473
Gooding, ID 83330
Ph. (208) 934-8477
Fx. (866) 244-0878
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

RECEIVED

MAR 05 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Re: Escrow No. 18306770

In connection with the above referenced transaction, I am enclosing the following:

- TitleOne check number 1558 for \$100.00
- Change of ownership and Notice of Security Interest form with wd and deed of trust
- Please send us copies for our file and originals to parties. Thanks
- Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,

Becky Shubert
(208) 934-8477
bshubert@titleonecorp.com