

RECEIVED

MAY 19 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 16 2022

DEPT OF WATER RESOURCES
SOUTHERN REGIONWATER RESOURCES
WESTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
51-7155	Yes ☐	Yes ☐		Yes ☐	Yes ☐
2-2262	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mark Noble
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): GLOBAL AG PROPERTIES II USA LLC, A DELAWARE LIMITED LIABILITY COMPANY C/O WESTCHESTER GROUP INVESTMENT MANAGEMENT INC
New owner(s) as listed on the conveyance document

2004 FOX DR STE L CHAMPAIGN IL 61820
Mailing address City State Zip
2089083848
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: April 30, 2019
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 2-2262

8. Signature: [Signature] V.P. W.B. Row Crops May 16th 2022
 Signature of new owner/claimant Title, if applicable Date
Bret Funder Sen

Signature: _____
 Signature of new owner/claimant Title, if applicable Date
 Print name

Received by SG Date 5/16/22 For IDWR Office Use Only: Receipt No. 5039239 Receipt Amt. 16100.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by [Signature] Date 8-1-22

ELECTRONICALLY RECORDED - DO NOT
REMOVE FROM FILE - FIRST
PAGE AS FILED FOR RECORD AS
PART OF THE ORIGINAL DOCUMENT.

Instrument # 0000472560
ELMORE COUNTY, ID
11:24:49 AM Apr 30, 2019
For FIRST AMERICAN TITLE AND ESC
No. of Pages: 22 Fee: \$15.00
SHELLEY ESSL, Recorder
DE, Deputy
Electronically Recorded by Simplifile

When recorded return to:

Heidi Katzer
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Mail Tax Statements to:
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820
3165795-TP

WARRANTY DEED

FOR VALUE RECEIVED, FARM DEVELOPMENT CORPORATION, INC., an Idaho corporation, AM PROPERTIES LLC, an Idaho limited liability company, MAN FARMS, LLC, an Idaho limited liability company, LEJ FARMS, LLC, an Idaho limited liability company, CMC FARMS, LLC, an Idaho limited liability company, DEJ FARMS LLC, an Idaho limited liability company, PJC FARMS LLC, an Idaho limited liability company, GRINDSTONE PROPERTIES LLC, an Idaho limited liability company and GRINDSTONE STORAGE LLC, an Idaho limited liability company (each and collectively, "*Grantor*") hereby grants, bargains, sells and conveys unto GLOBAL AG PROPERTIES II USA LLC, a Delaware limited liability company ("*Grantee*"), the real property located in Elmore County, Idaho and legally described on Exhibit A attached hereto (the "*Property*").

Grantor conveys the Property, with all water rights and other appurtenances thereto, to Grantee and to its successors and assigns to have and to hold forever, including, without limitation, the Water Rights listed on Exhibit C attached hereto. Grantor does hereby covenant to and with Grantee that Grantor owns the Property in fee simple, and that the Property is free from all encumbrances, except for the Permitted Exceptions set out on Exhibit B attached hereto.

Grantor warrants and represents to Grantee that Grantor holds all of the tenancy-in-common interests in and to the GRINDSTONE BUTTE PROJECT, a tenancy in common, memorialized by the Tenancy in Common Agreement dated January 17, 1973, recorded in Elmore County, Idaho on July 18, 1973, as Instrument No. 154536, as amended by Supplement to Tenancy in Common Agreement recorded in Elmore County, Idaho on August 3, 1973, as Instrument No. 154817, Supplement to Tenancy in Common Agreement, dated January 17, 1973, recorded November 26, 1974, as Instrument No. 160729, and Supplemental and Amendatory Agreement recorded November 12, 1975 as Instrument No. 165525. Grantor hereby grants, bargains, sells and conveys all those tenancy-in-common interests to Grantee.

When recorded return to:

Heidi Katzer
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Mail Tax Statements to:
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

3165795-TD

WARRANTY DEED

FOR VALUE RECEIVED, FARM DEVELOPMENT CORPORATION, INC., an Idaho corporation, AM PROPERTIES LLC, an Idaho limited liability company, MAN FARMS, LLC, an Idaho limited liability company, LEJ FARMS, LLC, an Idaho limited liability company, CMC FARMS, LLC, an Idaho limited liability company, DEJ FARMS LLC, an Idaho limited liability company, PJC FARMS LLC, an Idaho limited liability company, GRINDSTONE PROPERTIES LLC, an Idaho limited liability company and GRINDSTONE STORAGE LLC, an Idaho limited liability company (each and collectively, "*Grantor*") hereby grants, bargains, sells and conveys unto GLOBAL AG PROPERTIES II USA LLC, a Delaware limited liability company ("*Grantee*"), the real property located in Elmore County, Idaho and legally described on Exhibit A attached hereto (the "*Property*").

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Grantor warrants and represents to Grantee that Grantor holds all of the tenancy-in-common interests in and to the GRINDSTONE BUTTE PROJECT, a tenancy in common, memorialized by the Tenancy in Common Agreement dated January 17, 1973, recorded in Elmore County, Idaho on July 18, 1973, as Instrument No. 154536, as amended by Supplement to Tenancy in Common Agreement recorded in Elmore County, Idaho on August 3, 1973, as Instrument No. 154817, Supplement to Tenancy in Common Agreement, dated January 17, 1973, recorded November 26, 1974, as Instrument No. 160729, and Supplemental and Amendatory Agreement recorded November 12, 1975 as Instrument No. 165525. Grantor hereby grants, bargains, sells and conveys all those tenancy-in-common interests to Grantee.

DATED as of April 30, 2019.

Grantor

FARM DEVELOPMENT CORPORATION,
INC., an Idaho corporation

By: Allen Noble
Name: Allen Noble
Title: President

AM PROPERTIES LLC, an Idaho limited
liability company

By: Mark A Noble
Name: Mark A Noble
Title: Member - Manager

MAN FARMS, LLC, an Idaho limited
liability company

By: Mark A Noble
Name: Mark A Noble
Title: member

LEJ FARMS, LLC, an Idaho limited liability
company

By: Lynn E Johnson
Name: Lynn E. Johnson
Title: member

CMC FARMS, LLC, an Idaho limited
liability company

By: Craig M. Castagnolo
Name: Craig M Castagnolo, Trustee of
Title: member Castagnolo Family Trust

DEJ FARMS LLC, an Idaho limited liability
company

By: Dustin E Johnson
Name: Dustin E Johnson
Title: Manager

[continuation of Grantor signatures]

PJC FARMS LLC, an Idaho limited liability company

By: Peter Costantino
Name: Peter Costantino
Title: Manager

GRINDSTONE PROPERTIES LLC, an Idaho limited liability company

By: Allen Noble
Name: Allen Noble
Title: Manager

GRINDSTONE STORAGE LLC, an Idaho limited liability company

By: Mark Noble
Name: Mark Noble
Title: Manager

STATE OF IDAHO

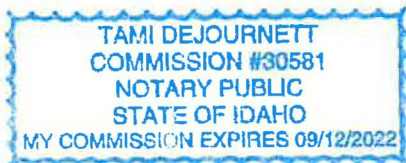
COUNTY OF

Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Allen Noble, known or identified to me to be the person who executed the instrument as President on behalf of FARM DEVELOPMENT CORPORATION, an Idaho corporation, and acknowledged to me that such corporation executed the same.

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



A handwritten signature in blue ink, appearing to read "Tami DeJournett".

Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

STATE OF IDAHO

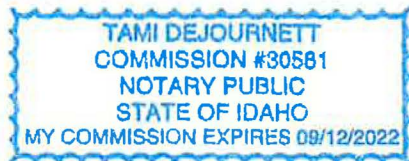
COUNTY OF

Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Mark A Noble, known or identified to me to be the person who executed the instrument on behalf of AM PROPERTIES LLC, an Idaho 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 affixed my official seal the day and year first above written.



A handwritten signature in blue ink, appearing to read "Tami DeJournett".

Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

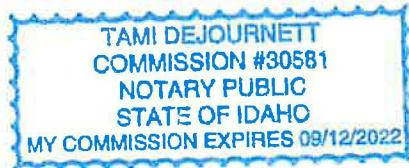
STATE OF IDAHO }

SS.

COUNTY OF Ada

On this 29th day of April, 2019, before me, personally appeared Mark A Noble known or identified to me to be the person who executed the instrument on behalf of MAN FARMS, LLC, an Idaho 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 affixed my official seal the day and year first above written.




Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

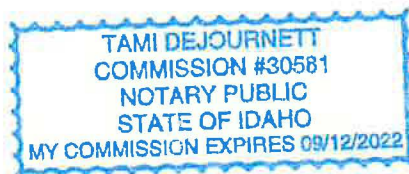
STATE OF IDAHO }

SS.

COUNTY OF Ada

On this 29th day of April, 2019, before me, personally appeared Lynn E. Johnson known or identified to me to be the person who executed the instrument on behalf of LEJ FARMS, LLC, an Idaho 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 affixed my official seal the day and year first above written.



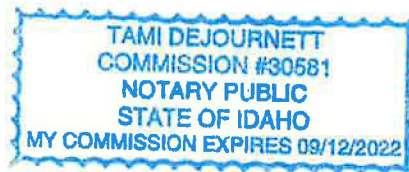

Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

State of Idaho

County of Ada

Subscribed and sworn to (or affirmed) before me on this 29th day of April, 2019, by Craig M. Castagneto, Trustee of Castagneto Family Trust, Member of CMC Farms, LLC, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Tami DeJournett (Seal)



STATE OF IDAHO

COUNTY OF Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Craig M. Castagnolo known or identified to me to be the person who executed the instrument on behalf of CMC FARMS, LLC, an Idaho 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 affixed my official seal the day and year first above written.



Tami DeJournett
Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

STATE OF IDAHO

COUNTY OF Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Dustin E. Johnson known or identified to me to be the person who executed the instrument on behalf of DEJ FARMS LLC, an Idaho 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 affixed my official seal the day and year first above written.



Tami DeJournett
Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

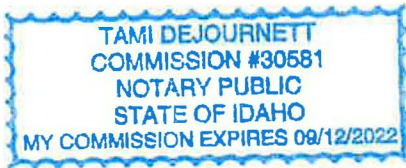
STATE OF IDAHO

COUNTY OF Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Peter Castagneto known or identified to me to be the person who executed the instrument on behalf of PJC FARMS LLC, an Idaho 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 affixed my official seal the day and year first above written.




Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

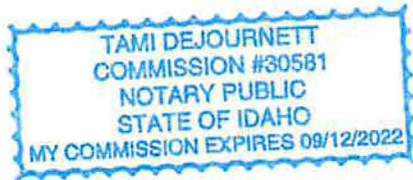
STATE OF IDAHO

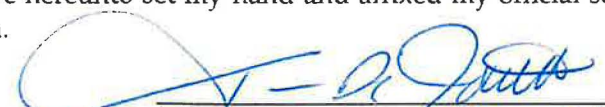
COUNTY OF Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Allen Noble known or identified to me to be the person who executed the instrument on behalf of GRINDSTONE PROPERTIES LLC, an Idaho 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 affixed my official seal the day and year first above written.




Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

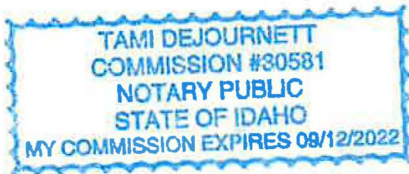
STATE OF IDAHO

COUNTY OF Ada

SS.

On this 29th day of April, 2019, before me, personally appeared Mark A Webb, known or identified to me to be the person who executed the instrument on behalf of GRINDSTONE STORAGE LLC, an Idaho 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 affixed my official seal the day and year first above written.



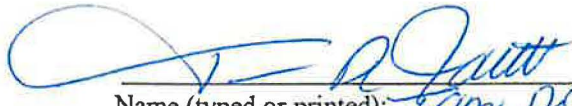

Name (typed or printed): Tami DeJournett
NOTARY PUBLIC in and for the State of
Idaho, residing at Meridian
My appointment expires: 9-12-2022

EXHIBIT A

LEGAL DESCRIPTION

Real property in Elmore County, Idaho, and legally described as follows:

PARCEL 1:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 22: East $\frac{1}{2}$ East $\frac{1}{2}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed recorded September 24, 1975 as Instrument No. 164897.

Section 23: West $\frac{1}{2}$ Northwest $\frac{1}{4}$, East $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164898.

Section 23: Southeast $\frac{1}{4}$ Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$

Section 23: Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District disclosed by Right-of-Way Deed recorded September 24, 1975 as Instrument No. 164897.

Section 24: Southwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$

Section 26: South $\frac{1}{2}$ Northwest $\frac{1}{4}$

Section 26: Northeast $\frac{1}{4}$ and East $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157151.

Section 26: Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District disclosed by Right-of-Way Deed recorded September 24, 1975 as Instrument No. 164906.

Section 27: Southeast $\frac{1}{4}$ Northeast $\frac{1}{4}$

Section 35: Northeast $\frac{1}{4}$ and South $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed recorded March 8, 1974 as Instrument No. 157146.

AND ALSO Save and Except those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157151.

PARCEL 2:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 26: Southwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157146.

Section 27: South $\frac{1}{2}$ South $\frac{1}{2}$, Northeast $\frac{1}{4}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157147.

Section 34: North $\frac{1}{2}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157147.

Section 35: Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157146.

PARCEL 3A:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 25: Southwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deeds, recorded March 8, 1974 as Instrument No. 157150 and 157156.

PARCEL 3B:

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 10: Southwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164899.

Section 16: Northeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164908.

PARCEL 3C:

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 23: Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$, South $\frac{1}{2}$ Southeast $\frac{1}{4}$

Section 26: Northeast $\frac{1}{4}$

Section 27: East $\frac{1}{2}$ Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164904.

Section 34: North $\frac{1}{2}$ Northeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164904.

PARCEL 4:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 25: East $\frac{1}{2}$

SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157148.

ALSO SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157156.

Township 6 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 30: U.S. Government Lots 2, 3 and 4, Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, East $\frac{1}{2}$ Southwest $\frac{1}{4}$, South $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157148.

ALSO SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157156.

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 14: Southwest $\frac{1}{4}$ Southwest $\frac{1}{4}$

Section 15: South $\frac{1}{2}$ Southeast $\frac{1}{4}$, West $\frac{1}{2}$, West $\frac{1}{2}$ Northeast $\frac{1}{4}$, and North $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1974 as Instrument No. 164899.

ALSO SAVE AND EXCEPT those portions deeded to the Glens Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1974 as Instrument No. 164909.

Section 16: Southeast $\frac{1}{4}$

Section 20: Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$, and South $\frac{1}{2}$

Southeast ¼

Section 21: Northeast ¼, Northeast ¼ Southeast ¼

ALSO SAVE AND EXCEPT the following parcel known as Tax 1:

A portion of the Northeast quarter of the Southeast quarter of Section 21, Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows: Commencing at the East quarter corner of Section 21, Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho; thence Westerly along the midsection line of said section, 25 feet to a point on the West boundary of a road right-of-way, said point being the Real Point of Beginning; thence continuing Westerly along the midsection line of said section, 360 feet to a point; thence Southerly parallel to the section line common to Sections 21 and 22 of said section, 605 feet to a point; thence Easterly, parallel to the midsection line of said section, 360 feet to a point on the West boundary of a road right-of-way; thence Northerly, parallel to the section line common to Sections 21 and 22, 605 feet to a point, said point being the Real Point of Beginning.

ALSO SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164905.

ALSO Save and Except the Railroad Right-of-Way.

Section 22: Northeast ¼, Southwest ¼, South ½ Northwest ¼, North ½ Southeast ¼ and Southeast ¼ Southeast ¼, Northwest ¼ Northwest ¼

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164901.

ALSO SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164905.

ALSO SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164906.

ALSO SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164907.

Section 23: West ½

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164907.

Section 26: North ½ Northwest ¼

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164906.

Section 27: East ½ Northwest ¼, Northeast ¼

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164906.

PARCEL 5:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 25: Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157156.

PARCEL 6:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 28: South $\frac{1}{2}$ South $\frac{1}{2}$

Section 33: North $\frac{1}{2}$ North $\frac{1}{2}$

Township 6 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 31: U.S. Government Lot 1, Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, West $\frac{1}{2}$ Northeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157156.

Section 31: East $\frac{1}{2}$ Northeast $\frac{1}{4}$, U.S. Government Lot 3, Northeast $\frac{1}{4}$ Southwest $\frac{1}{4}$, North $\frac{1}{2}$ Southeast $\frac{1}{4}$, North $\frac{1}{2}$ Southeast $\frac{1}{4}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157152.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157156.

Section 31: Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, U.S. Government Lot 4, Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$, South $\frac{1}{2}$ Southeast $\frac{1}{4}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157152.

Section 31: U.S. Government Lot 2

SAVE AND EXCEPT that portion of U.S. Government Lot 2, known as Tax 3, more particularly

described as follows:

Beginning at the west quarter corner of said Section 31, Township 6 South, Range 10 East, thence
North 0°23' West along the west boundary line of Section 31 a distance of 400 feet to the True Point of Beginning; thence
North 89°49' East a distance of 717.09 feet to a point; thence
North 0°23' West a distance of 919.01 feet to a point on the north boundary line of said U.S. Government Lot 2; thence
South 89°49' West a distance of 717.09 feet to the northwest corner of said U.S. Government Lot 2; thence
South 0°23' East along the west boundary line of said Section 31, a distance of 919.01 feet to the True Point of Beginning.

Section 32: West ½ West ½ and East ½ Southwest ¼

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

Township 7 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 1: U.S. Government Lots 1, 2, 3, and 4, North ½ South ½

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157146.

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157155.

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 4: South ½

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 1571542.

Section 5: U.S. Government Lots 1, 2, 3 and 4

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157152.

Section 6: U.S. Government Lot 1 and East ½ Southeast ¼

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157149.

Section 7: North ½ Northeast ¼, Southeast ¼ Northeast ¼

Section 8: Northwest ¼ Northwest ¼, Northeast ¼, Northeast ¼ Northwest ¼ and South ½ Northwest ¼

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed

by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157153.

Section 9: North $\frac{1}{2}$, North $\frac{1}{2}$ South $\frac{1}{2}$, South $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157153.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1974 as Instrument No. 164908.

Section 10: West $\frac{1}{2}$ Northwest $\frac{1}{4}$

Section 16: Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$

Section 21: Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$

PARCEL 7:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 36: Northeast $\frac{1}{4}$, North $\frac{1}{2}$ Northwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

ALSO SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157151.

Section 36: North $\frac{1}{2}$ Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, South $\frac{1}{2}$ Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, North $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$, East $\frac{1}{2}$ Southwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ Southwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$ Less North $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157150.

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 4: U.S. Government Lots 3 and 4

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157154.

Section 5: South $\frac{1}{2}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed by Right-of-Way Deed, recorded May 12, 1976 as Instrument No. 168236.

Section 28: South $\frac{1}{2}$ Northeast $\frac{1}{4}$ and North $\frac{1}{2}$ South $\frac{1}{2}$

Section 28: West $\frac{1}{2}$ Northwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenns Ferry Highway District as disclosed

by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164899.

Section 29: East $\frac{1}{2}$

PARCEL 8:

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 34: Northeast $\frac{1}{4}$ Southeast $\frac{1}{4}$

Section 35: West $\frac{1}{2}$ Southwest $\frac{1}{4}$

Township 7 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 1: Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$ and South $\frac{1}{2}$ Southeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157155.

Section 2: U.S. Government Lots 1, 2, 3 and 4

Section 3: U.S. Government Lot 1

Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 6: U.S. Government Lots 3, 4, 5 and 6, East $\frac{1}{2}$ Southwest $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded March 8, 1974 as Instrument No. 157155.

ALSO SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164900.

Section 8: North $\frac{1}{2}$ Southwest $\frac{1}{4}$ and West $\frac{1}{2}$ Southeast $\frac{1}{4}$

Section 17: Northeast $\frac{1}{4}$

SAVE AND EXCEPT those portions deeded to the Glenss Ferry Highway District as disclosed by Right-of-Way Deed, recorded September 24, 1975 as Instrument No. 164903.

PARCEL 9:

Township 6 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 31: That portion of U.S. Government Lot 2 in said section, known as Tax 3, more particularly described as follows:

Beginning at the west quarter corner of said Section 31, Township 6 South, Range 10 East; thence

North $0^{\circ}23'$ West along the west boundary line of Section 31 a distance of 400 feet to the True Point of Beginning; thence

North $89^{\circ}49'$ East a distance of 717.09 feet to a point; thence

North 0°23' West a distance of 919.01 feet to a point on the north boundary line of said U.S. Government Lot 2; thence
South 89°49' West a distance of 717.09 feet to the northwest corner of said U.S. Government Lot 2; thence
South 0°23' East along the west boundary line of said Section 31 a distance of 919.01 feet to the True Point of Beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Reservations in recorded United States Patent, recorded as Instrument Nos.: 8534, 11053, 13035, 13147, 152698, 152699, 154255, 154256, 154257, 154258, 154259, 154260, 154261, 154262, 154263, 154264, 154265, 154266, 154267, 154268, 154269, 154270, 156044, 158554, 158555, 160068, 160069, 160071, 160072, 160073, 160074, 160075, 160076, 160077, 160695, 163953, 164531, 174353, 191511, 235030.
2. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States as granted to the United States under provisions of Section 58-604, Idaho Code.
3. Exceptions and reservations of mineral rights in favor of State of Idaho by Deed Recorded August 17, 1973 Recording Information Instrument Nos. 155015, 155016, and recorded November 27, 1974, Instrument Nos. 160730, 160731, Official Records (47-701 Idaho Code 1947).
4. Easement in Favor of: Idaho Power Company for Public Utilities: Recording Information: 153217, 153218, 153219, 153220, 153221, 153226, 155105, 157339, 158829, 159594, 159595, 159602, 159603, 159604, 159605, 159606, 159607, 164936, 165605, 235029, 235030, 241676, 241677.
5. Reservations contained in a certain Warranty Deed executed by Virginia L. Stout, a single woman as Grantor and Allen T. Noble as Grantee, recorded May 24, 1973 as Instrument No. 153802.
6. Reservations contained in a certain Warranty Deed executed by Celesta H. Stout, a married woman as Grantor and Allen T. Noble as Grantee, recorded May 24, 1973 as Instrument No. 153803.
7. Reservations contained in a certain Warranty Deed executed by Eldon J. Yorgason, dealing with his sole and separate property as Grantor and Yorgason Farms, a limited partnership as Grantee, recorded May 15, 1975 as Instrument No. 163032.
8. Various Right-of-Way Deeds granted unto Glenns Ferry Highway District, recorded as Instrument Nos. 157146, 157147, 157148, 157149, 157150, 157151, 157152, 157153, 157154, 157155, 157156, 164897, 164898, 164899, 164900, 164901, 164903, 163904, 164905, 164906, 164907, 164908, 164909, 168236, records of Elmore County, Idaho.
9. Agreement and the terms and conditions thereof: Between: Various Applicants And: Southside Grazing Association Recording Information: Recorded: March 22, 1973, Instrument No. 153022.

10. Assignment of Interest in Right-of-Way executed by Sailor Creek Water Company and Hiller Engineering Corporation to Grindstone Butte Project, a tenancy in common, recorded July 30, 1973 as Instrument No. 154672. (AFFECTS Parcel 3B and other land)
11. Easement granted to Pacific Power & Light Company, recorded November 30, 1976 as Instrument No. 171271. (AFFECTS Parcel 1)
12. All matters disclosed by a record of survey recorded December 23, 1979 under recording no. 192214.
13. Conveyance of various minerals contained in Quitclaim Deeds by Grantor: The Travelers Insurance Company, a Connecticut corporation to Grantee: The Prospect Company, a Delaware corporation Instrument Nos.: 247537, 247703, 249017.
14. All matters disclosed by a record of survey recorded under recording no. 398329, 402432, 402433, 423738, 423739, 423740, 451038, 451039, 451040, 471128.
15. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
16. Easements, claims of easement or encumbrances which are not shown by the Public Records.
17. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
18. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
19. Any matters shown on that certain Limited Topographic & Boundary Survey for Westchester Agriculture Asset Management (Sheets 1-8) dated February 20, 2019, last revised on April 4, 2019, bearing Job No. 12943(1)-19D8, and prepared by Desert West Land Surveys, P.C. (the "Survey"), including without limitation, the following:
 - (1) Inaccuracy of any photographic depiction within the Survey;
 - (2) Encroachments of cultivated lands onto adjoining properties;
 - (3) Encroachments of ponds, wells, pivots, pumps, piping and related equipment and appurtenances onto or from adjoining properties;
 - (4) Any unrecorded easements or claims of easements evidenced by roads, trails, paths, and drainage canals, laterals and ditches;

- (5) Rights of the public in and to that portion of the Land lying within the limits of streets, roads and highways;
- (6) Rights of the public and of governmental bodies in and to that portion of Land lying below the mean high water mark of Deadman Creek; and
- (7) Any matters that would be revealed by an equivalent aerial photograph taken on Date of Policy not otherwise shown on the Survey.

Any easements, claims of easements, encroachments, encumbrances, violations, variations, or other matters affecting the title, including without limitation, discrepancies, conflicts in boundary lines, shortage in area, and other facts that would be disclosed by a more detailed survey of the Land (the Survey is based on a scale of 500:1 - 1-inch equals 500 feet).

EXHIBIT C
WATER RIGHTS

Water Right Nos. 2-2262 (except the 1,432 acre portion previously conveyed); 51-10303; 51-10304; 51-10305; 51-10306; 51-10361; 51-10355; 51-7155; 51-10357; 51-10362; 51-10395; 51-10396

**WRITTEN CONSENT OF THE MANAGER
OF
Global Ag Properties USA, LLC, a Delaware Limited Liability Company**

January 1, 2022

The undersigned, constituting the manager (the “Manager”) of Global Ag Properties USA, LLC, a Delaware Limited Liability Company (the “Company”), does hereby consent pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and Limited Liability Company Agreement of the Company, to the adoption of the following resolutions without a meeting on written consent:

Election of Officers

RESOLVED, that the individuals listed on Exhibit A attached hereto are elected to the office of the Company set forth opposite his/her respective names to serve in said capacity and to exercise such duties outlined herein, until their successor(s) shall be duly elected and qualified, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of the Company. The officers listed on Exhibit A are in addition to any officers previously appointed and reflected on the books and records of the Company as officers. In the event of any discrepancy between this Exhibit A and any such list of previously appointed officers, Exhibit A shall govern.

RESOLVED, that Exhibit A may be updated and amended by the Manager from time to time.

Assistant Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Assistant Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Assistant Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Vice President, shall have the power to execute agricultural leases and property management agreements on behalf of the Company.

Executive Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Executive Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Executive Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Executive Vice President, shall have the power to execute

agricultural leases and property management agreements on behalf of the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Executive Vice President hereby is authorized, empowered and directed, for and on behalf of the Company, to take any and all actions, to negotiate for and enter into loan or other agreements and amendments to loan or other agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of the Company, all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of, or consummate the transactions contemplated by, the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents by such officer(s).

Other

FURTHER RESOLVED, that all actions previously taken by any officer of the Company listed in Exhibit A attached hereto, in the name or on behalf of the Company in connection with the matters contemplated by the foregoing resolutions, and consistent with the foregoing resolutions, be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Company.

FURTHER RESOLVED, that any and all actions taken by an officer of the Company listed in Exhibit A attached hereto, which are inconsistent with the foregoing resolutions, are hereby rescinded and replaced with these resolutions effective immediately.

The Secretary of the Company is hereby directed to file a signed copy of this Consent in the minute book of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

Global Ag Properties USA, LLC
By: Nuveen Alternatives Advisors, LLC
Its: Manager

A handwritten signature in black ink, appearing to read "Lynsey Parker", written over a horizontal line.

By:

Name: Lynsey Parker
Title: Vice President

EXHIBIT A
Officers of the Company

Name	Title
Davies, R. Martin	Executive Vice President
Nelson, Duane R.	Executive Vice President
Robinson, Michael	Executive Vice President
Stockburger, Michael	Vice President
Harrison, Wade R.	Vice President
Mitchell, Scott	Assistant Vice President
Norman, Drake	Vice President
Neri, Phil	Assistant Vice President
Decker, Eric W.	Vice President
Lakamp, Douglas J.	Vice President
Coelho, Mark	Vice President
Fornoff, Carole A.	Vice President
Lu, Frank	Vice President
Hauss, Brian	Vice President
Piggot, Steven	Vice President
Parker, Matthew	Vice President
Pooler, Eric	Vice President
Schaefers, Rich	Vice President
Spencer, Leta	Vice President
Andersen, Bret	Vice President
Sorena, Vincent	Vice President

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

5/13/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 2-2262

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GRINDSTONE BUTTE MUTUAL CANAL CO PO BOX 2673 BOISE, ID 83701
Attorney	JOHN MARSHALL LAW PLLC ATTN JOHN MARSHALL 575 W BANNOCK ST STE B BOISE, ID 83702 2089912701
Original Owner	SAILOR CREEK WATER CO

Priority Date: 12/06/1963

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	161.7 CFS	48002 AFA
Total Diversion			161.7 CFS	48002 AFA

Location of Point(s) of Diversion:

SNAKE RIVER|NWSW Lt 4|Sec. 34|Township 05S|Range 09E|ELMORE County

Place(s) of use: Large POU Info

Conditions of Approval:

1. 135 The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
4. 126 Place of use is within the service area of Grindstone Butte Mutual Canal Company as provided for under Idaho law. The place of use is generally located within T6S, R9E; T6S, R10E; T7S, R9E; and T7S, R10E, B.M.
5. X27 This right is limited to the irrigation of 12,000 acres within the place of use described above in a single irrigation season.

Dates:

Licensed Date:

Decreed Date: 03/14/2008

Permit Proof Due Date: 10/1/1985

Permit Proof Made Date: 2/5/1987

Permit Approved Date: 12/30/1963

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 10/18/1963

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 02

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): GRINDSTONE BUTTE MUTUAL CANAL CO

Lease Status: Active

Lease Amount: 1022

Rental Availability: None

Date Received: 1/20/2015

Lease Begin Date: 1/1/2015

Expiration Date: 12/31/2019

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

5/13/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 51-7155

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MARK A NOBLE PO BOX 99 GLENN'S FERRY, ID 83623 2083662961
Original Owner	FARM DEVELOPMENT CORP PO BOX 1201 BOISE, ID 83701-1201 2083426524
Original Owner	J L SOLOSABAL PO BOX 937 GLENN'S FERRY, ID 83623 2083662134
Original Owner	DENNIS SMITH PO BOX 939 GLENN'S FERRY, ID 83623 2083662156

Priority Date: 10/31/1980

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	4 CFS	1104 AFA
Total Diversion			4 CFS	1104 AFA

Location of Point(s) of Diversion:

GROUND WATER|NESW|Sec. 30|Township 06S|Range 10E|ELMORE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ELMORE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06S	09E	25		SWNE	35		SENE	34						
				NESE	35		NWSE	36						
	10E	30	2	SWNW	32		SENW	34						
				NESW	34		NWSW	36						

Total Acres: 276

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 30 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE, WHICH WILL BE INCLUDED IN A DIRECTOR'S REPORT TO BE FILED AT A LATER DATE. ANY WATER RIGHTS RECOMMENDED IN THE BASIN 02 REPORT FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WILL CONTAIN COMBINED USE LIMITATIONS FOR THIS RIGHT AND THE BASIN 02 RIGHTS.

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Permit Proof Due Date: 6/1/1989

Permit Proof Made Date: 5/9/1989

Permit Approved Date: 12/8/1980

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 10/31/1980

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 01, 2022

GLOBAL AG PROPERTIES II USA LLC
C/O WESTCHESTER GROUP INVESTMENT MANAGEMENT INC
2004 FOX DR STE L
CHAMPAIGN IL 61820-7346

Re: Change in Ownership for Water Right No(s): 2-2262 & 51-7155

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 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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: John Marshall Law PLLC
Water District No. 2