

RECEIVED

APR 15 2022

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.
37-7189			
37-7716			

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

Rabo AgriFinance, LLC

237 Canyon Crest Drive

Twin Falls, Idaho 83301

Phone 208-733-0044

Email cheryl.robles@raboag.com

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

William Hubert Shaw and Rita S Shaw

5. Expiration Date of Notification Period

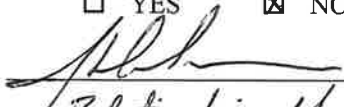
January 1, 2028

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable


 Relationship Manager
For Office Use OnlyReceived by DM

Date

4-15-2022

Receipt No.

5039181

Fee

\$50-

Processed by AJ

Date

WR

DM

Date

5-17-2022

SUPPORT DATA

IN FILE # 37-7189

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Loan Operations

L-410694

LINCOLN COUNTY

Recorded for:
FIRST AMERICAN TITLE - JEROME
10:21:03 AM 12-03-2021

0000205665

No. Pages 12 Fee: \$43.00

Cindi Slevers
County Clerk

Deputy: SC
Electronically Recorded by Simplifile

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Lincoln County, Idaho)

Line of Credit : 22105125
Real Estate Term Loan: 10460200
Operating Line of Credit 1: 22118920

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of September 22, 2021 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and WILLIAM HUBERT SHAW (a/k/a Hubert Shaw) ("William Shaw") and RITA SHAW (a/k/a Rita Sorenson Shaw and Rita S. Shaw) ("Rita Shaw"), married spouses (William Shaw and Rita Shaw are herein individually and collectively, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Amended and Restated Line of Credit Note from Borrower to Secured Parties, (ii) the Real Estate Term Loan Note from Borrower to Secured Parties and (iii) the Operating Line of Credit 1 Note from Borrower to Secured Parties (the Amended and Restated Line of Credit Note, the Real Estate Term Loan Note, and the Operating Line of Credit 1 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by William Hubert Shaw, a married person or member of a civil union or domestic partnership and Rita Sorenson Shaw, a married person or member of a civil union or domestic partnership ("Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated May 25, 2012 executed by Grantor to Lender and recorded in Lincoln County, Idaho, as document 0000-191932 on May 31, 2012 and modified by the Mortgage, Assignment of Rents and Security Agreement Modification Agreement dated September 1, 2017, filed in Lincoln County, Idaho as document 0000198985 on September 22, 2017; and modified by the Modification Agreement to the Mortgage, Assignment of Rents and Security Agreement dated November 1, 2019 filed in Lincoln County, Idaho as document 0000202177 on November 28, 2019; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

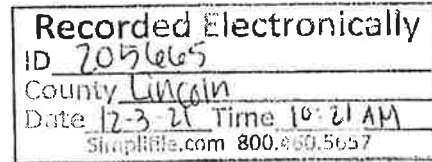
NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Loan Operations

L-410694



Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Lincoln County, Idaho)

Line of Credit : 22105125
Real Estate Term Loan: 10460200
Operating Line of Credit 1: 22118920

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of September 22, 2021 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("**Lender**"), and WILLIAM HUBERT SHAW (a/k/a Hubert Shaw) ("**William Shaw**") and RITA SHAW (a/k/a Rita Sorenson Shaw and Rita S. Shaw) ("**Rita Shaw**"), married spouses (William Shaw and Rita Shaw are herein individually and collectively, "**Grantor**").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Amended and Restated Line of Credit Note from Borrower to Secured Parties, (ii) the Real Estate Term Loan Note from Borrower to Secured Parties and (iii) the Operating Line of Credit 1 Note from Borrower to Secured Parties (the Amended and Restated Line of Credit Note, the Real Estate Term Loan Note, and the Operating Line of Credit 1 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "**Note**") made by William Hubert Shaw, a married person or member of a civil union or domestic partnership and Rita Sorenson Shaw, a married person or member of a civil union or domestic partnership ("**Borrower**"), secured by a mortgage, deed of trust, or security deed ("**Mortgage**") dated May 25, 2012 executed by Grantor to Lender and recorded in Lincoln County, Idaho, as document 0000-191932 on May 31, 2012 and modified by the Mortgage, Assignment of Rents and Security Agreement Modification Agreement dated September 1, 2017, filed in Lincoln County, Idaho as document 0000198985 on September 22, 2017; and modified by the Modification Agreement to the Mortgage, Assignment of Rents and Security Agreement dated November 1, 2019 filed in Lincoln County, Idaho as document 0000202177 on November 26, 2019; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the

MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.

3. To further secure the Secured Obligations, Grantor and Mortgagee agree to spread the lien of the Mortgage to include the additional property interests described in Exhibit B attached hereto. Exhibit B of the Mortgage is hereby amended to include the additional property described on Exhibit B attached to this Agreement (the "New Exhibit B Additional Property"). Except as specifically amended by Exhibit B attached hereto, the original Exhibit B of the Mortgage shall remain in full force and effect and is hereby ratified and confirmed
4. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
5. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
6. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION
7. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be duly executed as of the day and year first above written

LENDER

Address for Notices:
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC f/k/a Rabo Agrifinance, Inc.

By: _____

Name

Title:

JD Hunsaker
RM

STATE OF IDAHO)

COUNTY OF Twin Falls) ss

On this 17 day of Nov in the year 2021 before me,
Shelli Race, a Notary Public in and for said state, personally appeared
JD Hunsaker (name of officer), VP (title), of RABO
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or
instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein
stated.

Official signature and official seal of notary:

Shelli Race

SHELLI RACE
Notary Public - State of Idaho
Commission Number 20180797
My Commission Expires May 4, 2024

GRANTOR

Address for Notices:
411 S 750 E
Dietrich, Idaho 83324

William Hubert Shaw
WILLIAM HUBERT SHAW (a/k/a Hubert Shaw)

Address for Notices:
411 South 750 East
Dietrich, Idaho 83324

Rita Shaw
RITA SHAW (a/k/a Rita Sorenson Shaw and Rita S. Shaw)

STATE OF IDAHO)

COUNTY OF Twin Falls) ss

On this 17 day of Nov, in the year of 2021, before me, Shelli Race, a Notary
Public, personally appeared WILLIAM HUBERT SHAW known or identified to me (or proved to me on the oath of

_____, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Shelli Race
Notary Public
Printed Name: SHELLI RACE

My Commission Expires:
5.4.24.

STATE OF IDAHO

COUNTY OF Twin Falls } SS

On this 17 day of Nov, in the year of 2021, before me, Shelli RACE, a Notary Public, personally appeared RITA SORENSEN SHAW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Shelli Race
Notary Public
Printed Name: SHELLI RACE

My Commission Expires:
5.4.24

Address for Notices:
411 S 750 E
Dietrich, Idaho 83324

Address for Notices:
411 South 750 East
Dietrich, Idaho 83324

CONSENTED TO BY BORROWER

William Hubert Shaw
WILLIAM HUBERT SHAW

Rita Sorensen Shaw
RITA SORENSEN SHAW

STATE OF IDAHO

COUNTY OF Twin Falls) SS

On this 17 day of Nov, in the year of 2021, before me, Shelli Race, a Notary Public, personally appeared WILLIAM HUBERT SHAW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same



Shelli Race
Notary Public
Printed Name: Shelli RACE

My Commission Expires:

5.4.24

STATE OF IDAHO

COUNTY OF Twin Falls) SS

On this 17 day of Nov, in the year of 2021, before me, Shelli Race, a Notary Public, personally appeared RITA SORENSEN SHAW known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same



Shelli Race
Notary Public
Printed Name: Shelli RACE

My Commission Expires:

5.4.24

EXHIBIT A
Legal Description

This legal description is to be used for indexing and informational purposes only. It may not fully reflect previous partial releases.

PARCEL NO. 1

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 28 SW $\frac{1}{4}$ SW $\frac{1}{4}$,

PARCEL NO. 2

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 29 E $\frac{1}{2}$ SE $\frac{1}{4}$,

AND a parcel of land located in Section 29, described as follows:

Commencing at the Southwest Section corner of said Section 29 from which the West One Quarter (W $\frac{1}{4}$) corner of said Section 29 bears North 00°12'45" West - 2638.76 feet, said Southwest Section corner being the TRUE POINT OF BEGINNING

Thence North 00°12'45" West along the West boundary of the SW $\frac{1}{4}$ of said Section 29 for a distance of 1932.56 feet,

Thence North 85°41'42" East for a distance of 64.20 feet;

Thence North 45°58'59" East for a distance of 624.21 feet;

Thence North 00°52'18" West for a distance of 238.44 feet,

Thence North 81°37'23" West for a distance of 817.30 feet to a point on the West boundary of the NW $\frac{1}{4}$ of said Section 29.

Thence North 00°12'42" West along the West boundary of the NW $\frac{1}{4}$ of said Section 29 for a distance of 1272.84 feet to the Northwest corner of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 29;

Thence South 89°57'12" East along the North boundary of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 29 for a distance of 2626.87 feet to the Northeast corner of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 29,

Thence South 00°07'01" West along the East boundary of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 29 for a distance of 1314.67 feet to the Northwest corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29,

Thence North 89°56'40" East along the North boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29 for a distance of 1326.91 feet to the Northeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29;

Thence South 00°00'24" West along the East boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29 for a distance of 2649.30 feet to the Southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29;

Thence North 89°55'32" West along the South boundary of the SE $\frac{1}{4}$ of said Section 29 for a distance of 1332.01 feet to the South One Quarter (S $\frac{1}{4}$) corner of said Section 29, said point being the Southeast corner of the SW $\frac{1}{4}$ of said Section 29,

Thence North 89°55'27" West along the South boundary of the SW $\frac{1}{4}$ of said Section 29 for a distance of 2604.13 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 21 S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Section 22 NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 28 NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$;

EXCEPT a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22 conveyed to the State of Idaho by Warranty Deed recorded as Instrument Number 109244 Lincoln County records.

PARCEL NO. 4

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 23 NW $\frac{1}{4}$;

PARCEL NO. 5

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 29 W $\frac{1}{2}$ NE $\frac{1}{4}$;
Section 29 E $\frac{1}{2}$ NE $\frac{1}{4}$;

EXCEPTING THEREFROM:

TOWNSHIP 6 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

- Section 29 A parcel of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said Section 29, from which the East one quarter (1/4) corner of said Section 29 bears South 00°00'00" West, 2619.61 feet, said Northeast corner of Section 29 being the TRUE POINT OF BEGINNING,
Thence South 00°00'00" West along the East boundary of the NE $\frac{1}{4}$ of said Section 29 for a distance of 315.56 feet to the center of an irrigation lateral;
Thence along the center of the irrigation lateral on the following courses:
South 84°51'21" West, 133.74 feet;
South 75°49'31" West, 139.94 feet;
South 83°57'32" West, 67.93 feet;
North 88°49'11" West, 46.92 feet

North 65°31'32" West, 52.70 feet;
 North 54°28'53" West, 110.84 feet;
 North 57°17'41" West, 108.18 feet;
 North 63°55'52" West, 91.12 feet;
 North 68°44'16" West, 215.69 feet;
 North 49°01'57" West, 32.67 feet;
 North 25°20'42" West, 24.95 feet;
 North 20°11'55" West, 70.66 feet to a point on the North boundary of the NE 1/4 of said Section 29
 Thence South 89°43'35" East along the North boundary of the NE 1/4 of said Section 29 for a distance of 955.88
 feet to the TRUE POINT OF BEGINNING

PARCEL NO. 6

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
 LINCOLN COUNTY, IDAHO

Section 13: The Northeast Quarter

EXCEPT the right of way of the Union Pacific Railroad Company,

Section 13: The Northwest Quarter of the Southeast Quarter

AND

The North one half of the Southwest Quarter

EXCEPTING a strip of land for highway purposes as set forth in Deed to the State of Idaho dated February 26, 1936 and recorded October 7, 1936 in Book 34 of Deeds at Page 609, records of Lincoln County, Idaho.

Section 13: That part of the Northwest Quarter lying South and East of the Shoshone-Dietrich State Highway

EXCEPTING THEREFROM

a. A strip of land as set forth in Deed, Lincoln County, Idaho, a municipal Corporation to Dietrich Highway District, dated March 14, 1927, recorded December 20, 1945 in Book 39 Deeds at Page 560, Northwest Quarter of the Northwest Quarter Section 13,

b. A parcel of land being on both sides of the centerline of State Highway No. 24, Project No. S-2790 (11) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being a portion of the South one half of the Northwest Quarter, the North one half of the Southwest Quarter, the South one half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of said Section 13, described as follows

Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 13 which bears North 0°08'23" East 39.70 feet from Station 430+15.60 of said State Highway No. 24, Project No. S-2790 (11) Highway Survey,

Thence South 89°48'04" West along the South line of said Southeast Quarter of the Northeast Quarter 1,336.65 feet to the Southwest corner thereof, which bears North 0°08'23" East 31.79 feet from Station 416+78.99 of said Highway Survey;

Thence South $0^{\circ}01'23''$ West along the East line of the Northwest Quarter of the Southeast Quarter of said Section 13, 91.80 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and opposite Station 416+79.04 of said Highway Survey;

Thence North $89^{\circ}51'37''$ West along said parallel line 3,936.07 feet to a point in the West line of the Northwest Quarter of the Southwest Quarter of said Section 13 and opposite Station 377+42.97 of said Highway Survey.

Thence North $0^{\circ}01'37''$ West along said West line and the West line of the Southwest Quarter of the Northwest Quarter of said Section 13, 120.00 feet to a point in a line parallel with and 60.00 feet Northerly from the centerline and opposite Station 377+42.63 of said Highway Survey.

Thence South $89^{\circ}51'37''$ East along said last parallel line 5,272.93 feet to a point in the East line of said Southeast Quarter of the Northeast Quarter and opposite Station 430+15.55 of said Highway Survey.

Thence South $0^{\circ}01'37''$ East along said East line 20.30 feet to the POINT OF BEGINNING

Highway Stations Reference: 377+42.80 TO 430+15.77

As set forth in Deed to the State of Idaho dated October 9, 1970 recorded October 28, 1970 as microfilmed instrument No. 123895, being a portion of the South one half of the Northwest Quarter, the North one half of the Southwest Quarter, the South one half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of said Section 13.

ALSO EXCEPTING THEREFROM the following described parcel

A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 6 South, Range 18 East, Boise Meridian, Blaine County, said parcel being more particularly described as follows:

Commencing at the North One Quarter (N $\frac{1}{4}$) corner of said Section 13, from which the Northeast corner of said Section 13 bears North $89^{\circ}56'47''$ East - 2637.04 feet.

Thence South $00^{\circ}08'08''$ West along the North-South center of Section line for a distance of 150.50 feet to a point on the South right-of-way boundary of the Union Pacific Railroad and being the TRUE POINT OF BEGINNING;

Thence South $86^{\circ}18'29''$ East along the South right-of-way boundary of the Union Pacific Railroad for a distance of 1038.28 feet to a point on the arc of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 563.07 feet, said arc having a radius of 1435.6 feet and a chord bearing and distance of South $55^{\circ}25'06''$ West - 559.47 feet;

Thence South $42^{\circ}00'17''$ West for a distance of 208.67 feet;

Thence North $88^{\circ}59'09''$ West for a distance of 422.30 feet;

Thence North $89^{\circ}18'00''$ West for a distance of 776.44 feet to a point on the Easterly right-of-way boundary of a county road formerly known as highway "Reeseville SA# 137A";

Thence North $43^{\circ}26'07''$ East along the Easterly right-of-way boundary of said County road for a distance of 200.13 feet to the point of curvature of a curve left;

Thence Northeasterly along the Easterly right-of-way boundary of said County road and along the arc of the curve left for a distance of 499.97 feet to a point on the South right-of-way boundary of the Union Pacific Railroad, said arc having a radius of 2897.79 feet and a chord bearing and distance of North $38^{\circ}39'35''$ East - 499.30 feet.

Thence South $86^{\circ}38'29''$ East along the South right-of-way boundary of the Union Pacific Railroad for a distance of 313.00 feet to the TRUE POINT OF BEGINNING

AND EXCEPTING THEREFROM a parcel of land located in the NW¼, described as follows:

Commencing at the Northwest corner of said Section 13 from which the West One Quarter (W¼) corner of said Section 13 bears South 00°07'48" West - 7638.63 feet;
Thence South 00°07'48" West along the West boundary of the NW¼ of said Section 13 for a distance of 1804.32 feet;
Thence South 89°52'12" East for a distance of 791.96 feet to a point on the easterly right-of-way boundary of the Dietrich Highway, said point being the TRUE POINT OF BEGINNING;
Thence North 43°36'06" East along the easterly right-of-way boundary of said Dietrich Highway for a distance of 333.03 feet;
Thence South 46°23'54" East for a distance of 327.00 feet,
Thence South 43°36'06" West parallel with the easterly right-of-way boundary of said Dietrich Highway for a distance of 333.03 feet,
Thence North 46°23'54" West for a distance of 327.00 feet to a point on the easterly right-of-way boundary of said Dietrich Highway, said point being the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the NW¼, described as follows:

Commencing at the Northwest corner of said Section 13 from which the West One Quarter (W¼) corner of said Section 13 bears South 00°07'48" West - 2638.63 feet, thence South 00°07'48" West along the West boundary of the NW¼ of said Section 13 for a distance of 1423.42 feet, thence South 89°52'12" East for a distance of 1153.06 feet to a point on the easterly right-of-way boundary of the "Dietrich Highway", said point being the TRUE POINT OF BEGINNING;
Thence South 46°23'54" East for a distance of 220.00 feet,
Thence South 43°36'06" West Parallel with the easterly right-of-way boundary of said "Dietrich Highway" for a distance of 990.00 feet,
Thence North 46°23'54" West for a distance of 220.00 feet to a point on the easterly right-of-way boundary of said "Dietrich Highway",
Thence North 43°36'06" East along the easterly right-of-way boundary of said "Dietrich Highway" for a distance of 990.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 7

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 20. NW¼NW¼. EXCEPTING THEREFROM a tract of land more particularly described as follows:

Beginning at the Southwest corner of said NW¼NW¼, Thence East along the South boundary line of said NW¼NW¼ 466.66 feet, Thence North 233.33 feet Thence West 466.66 feet; Thence South along the West boundary of said NW¼NW¼ 233.33 feet to the POINT OF BEGINNING.

PARCEL NO. 8

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 20. NW¼SW¼; E¼E¼SW¼; SW¼SW¼; S¼SW¼NW¼ and N¼SW¼NW¼ and a tract of land located in the NW¼NW¼ more particularly described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Thence East along the South boundary line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, 466.66 feet;
 Thence North 233.33 feet;
 Thence West 466.66 feet;
 Thence South along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, 233.33 feet to THE POINT OF
 BEGINNING.

EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 20, Township 6 South, Range 19 East,
 Boise Meridian, Lincoln County, Idaho, described as follows:

Beginning at the Southeast corner of Section 20 which point shall be known as THE TRUE POINT
 OF BEGINNING;
 Thence West along the South boundary of Section 20, 208.71 feet;
 Thence North parallel to the East boundary, Section 20, 208.71 feet;
 Thence East parallel to the South boundary, Section 20, 208.71 feet to a point on the East boundary
 of Section 20;
 Thence South along the East boundary of Section 20, 208.71 feet to THE TRUE POINT OF
 BEGINNING.

PARCEL NO. 9

TOWNSHIP 6 SOUTH RANGE 19 EAST OF THE BOISE MERIDIAN,
 LINCOLN COUNTY, IDAHO

Section 20: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of Section 20 which point shall be known as THE TRUE POINT
 OF BEGINNING;
 Thence West along the South boundary of Section 20, 208.71 feet;
 Thence North parallel to the East boundary, Section 20, 208.71 feet;
 Thence East parallel to the South boundary, Section 20, 208.71 feet to a point on the East boundary
 of Section 20;
 Thence South along the East boundary of Section 20, 208.71 feet to THE TRUE POINT OF
 BEGINNING.

EXHIBIT B

Shaw, William MCA 2019

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with Mortgage by William Hubert Shaw and Rita Sorenson Shaw on land located in Lincoln County, Idaho

(list specific additional Property, if any)

All irrigation equipment, of whatever kind, now owned or hereafter required

All water rights represented by Permit or License No. 37-7189, 37-7716 issued by the Idaho Department of Water Resources.

Certificates numbered 10451 representing 67 shares; 10574 representing 79 shares; 10452 representing 150 shares; 11396 representing 55 shares; 12483 representing 155 shares; 12448 representing 246 shares; and 12058 representing 102 32 shares of the capital stock of Big Wood Canal Company and the water rights represented thereby;

and all water rights represented by Permit or License No. 37-7149, 37-7394, 37-7814; 37-21264, 37-21425, 37-7768 and 37-10219 issued by the Idaho Department of Water Resources

Lease to Exergy Development Group of Idaho, L L C.

Assignment of BLI Permit # 1105118 for 4616 aums



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

May 17, 2022

RABO AGRIFINANCE LLC
237 CANYON CREST DR
TWIN FALLS ID 83301-5919

RE: Notice of Security Interest for Water Right No(s): 37-7189 & 37-7716

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: William Hubert & Rita Shaw