

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 27 2021

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Department of Water Resources
Eastern Region

Name of Applicant(s) Idaho Falls Farms, LLC Phone _____
Mailing address 1318 Dale St., Raleigh, NC 27605-1350 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Luke H. Marchant Phone (208) 523-0620
Mailing address PO Box 50130, Idaho Falls, ID 83405 Email lmarchant@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

 Luke H. Marchant, Attorney 12/27/2021
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

This application will rearrange the place of use of Water Right No 35-7216B. It will also change the point of diversion and place of use of a 35-acre portion of Water Right No. 35-2877 and a 63.2-acre portion of Water Right No. 35-13403 and combine those portions with Water Right No. 35-7216B to create a 410.2 acre place of use.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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FEB 04 2022

Department of Water Resources
Eastern Region

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	35-7216B	5.67/1248	Irrigation	04/01 to 11/01	Ground water
☐ ☒	35-2877	0.61/140	Irrigation	04/01 to 11/01	Ground water
☐ ☒	35-13403	1.27/252.8	Irrigation	04/01 to 11/01	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 7.55 cfs and/or 1640.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 7.55 cubic feet per second and/or 1640.8 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NE	SW	15	04N	35E	Jefferson	Ground Water	
Because the changed points of diversion are in adjacent model grid cells, it is not necessary to do an ESPA analysis as per Transfer Memo #24, Part 12.										

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	35E	15					33.5	33.5	34	34	34	34	33.5	33.5					270
		16	35	35	34.6	34.6	0.5			0.5									140.2
Total Acres (for irrigation use)																			410.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	35-7216B	5.67/1248	Irrigation	04/01 to 11/01	Ground water
☐ ☒	35-2877	0.61/140	Irrigation	04/01 to 11/01	Ground water
☐ ☒	35-13403	1.27/252.8	Irrigation	04/01 to 11/01	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 7.55 cfs and/or 1640.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 7.55 cubic feet per second and/or 1640.8 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NE	SW	15	04N	35E	Jefferson	Ground Water	
		Because the changed points of diversion are in adjacent model grid cells, it is not necessary to do an ESPA analysis as per Transfer Memo #24, Part 12.								

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	35E	10									34	35	34	33	33	35	34	32	270
		15					33.5	33.5	34	34	34	34	33.5	33.5					270
		16	35	35	34.6	34.6	0.5			0.5									140.2
Total Acres (for irrigation use)																			680.2

SUPERCEDED

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Well and pump into pressurized irrigation system.

- b. Who owns the property at the point(s) of diversion? Applicant
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☒ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6. List the name of the entity and type of lien: U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs holds a mortgage on the water rights.**

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land will no longer be irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Water Right Nos. 35-13933, 35-13935, 35-13937, 35-13939, 35-13941, 35-13949, 35-13951, 35-14681, and 35-14682 have a 822.7 acre combined place of use with Water Right No. 35-13403. This 822.7 acre place of use will be reduced to 759.5 acres.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|-------------------------------------|--------------------------|---|
| ☒ | ☐ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☐ | currently leased to the Water Supply Bank, |
| ☐ | ☐ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☐ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

The portions of the water rights that are being transferred were entered into the CREP program. The CREP contract for these acres ended in September, 2021.

Part 2A

Water Right Reports

85696

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

11/18/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7216B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHO FALLS FARMS LLC 1318 DALE ST RALEIGH, NC 27605-1350 2525230800
Original Owner	MACHELLE R BUTIKOFER 2281 TRIVET DR IDAHO FALLS, ID 83402 2085242375
Original Owner	MICHAEL L BUTIKOFER 6138 N 5TH W IDAHO FALLS, ID 83401
Security Interest	CONTERRA AGRICULTURAL CAPITAL LLC 5465 MILLS CIVIC PKWY STE 201 WDM, IA 50266-5320 8553813451

Priority Date: 03/20/1972

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	11/01	5.67 CFS	1248 AFA
Total Diversion			5.67 CFS	1248 AFA

Location of Point(s) of Diversion:

GROUND WATER|NESW|Sec. 15|Township 04N|Range 35E|JEFFERSON County

85696

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON 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>
04N	35E	15		NENW	39		NWNW	38		SWNW	39		SENW	40
				NESW	40		NWSW	39		SWSW	38		SESW	39

Total Acres: 312

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.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

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:

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

11/18/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-2877

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHO FALLS FARMS LLC 1318 DALE ST RALEIGH, NC 27605-1350 2525230800
Original Owner	MERLE W BUTIKOFER
Original Owner	ULENE BUTIKOFER 424 N 3900 E RIGBY, ID 83442 2087458338
Security Interest	CONTERRA AGRICULTURAL CAPITAL LLC 5465 MILLS CIVIC PKWY STE 201 WDM, IA 50266-5320 8553813451

Priority Date: 04/27/1967

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	11/01	5.33 CFS	1220 AFA
Total Diversion			5.33 CFS	1220 AFA

Location of Point(s) of Diversion:

GROUND WATER|SENESE|Sec. 10|Township 04N|Range 35E|JEFFERSON County
Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	35E	10		NESW	40		NWSW	37		SWSW	40		SESW	40
				NESE	29		NWSE	39		SWSE	40		SESE	40

Total Acres: 305

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. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

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:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

11/18/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-13403

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHO FALLS FARMS LLC 1318 DALE ST RALEIGH, NC 27605-1350 2525230800
Original Owner	FOSTER LAND AND CATTLE PO BOX 40 RIRIE, ID 83443-0040 2085385172
Security Interest	CONTERRA AGRICULTURAL CAPITAL LLC 5465 MILLS CIVIC PKWY STE 201 WDM, IA 50266-5320 8553813451

Priority Date: 04/18/1974

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	04/01	11/01	1.55 CFS	308 AFA
Total Diversion			1.55 CFS	308 AFA

Location of Point(s) of Diversion:

GROUND WATER	SENESW	Sec. 16	Township 04N	Range 35E	JEFFERSON County
GROUND WATER	NENESW	Sec. 20	Township 04N	Range 35E	JEFFERSON County

IRRIGATION Use:

Acre Limit: 77

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON 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>
04N	35E	16		NENW	6.8		SWNW	27.3		SENW	29.1			
				NESW	24.1		NWSW	29.6		SWSW	33.3		SESW	27.2
				NESE	35.3		NWSE	34.2		SWSE	33.3		SESE	32.3
		20		NENE	31.3		NWNE	32.1		SWNE	32		SENE	31.2
				NENW	31.9		NWNW	32.1		SWNW	32		SENW	31.6
				NESW	31.5		NWSW	31.9		SWSW	33		SESW	31.8
				NESE	31.3		NWSE	32		SWSE	33		SESE	31.5

Total Acres: 822.7

Conditions of Approval:

1. X27 This right is limited to the irrigation of 77 acres within the place of use described above in a single irrigation season.
2. X35 Rights 35-13403, 35-13933, 35-13935, 35-13937 and 35-13939 when combined shall not exceed a total diversion rate of 7.06 cfs, a total annual maximum diversion volume of 2996.8 af at the field headgate, and the irrigation of 792 acres.
3. X35 Rights 35-13403, 35-13933, 35-13935, 35-13937, 35-13939, 35-13941, 35-13949 and 35-13951 when combined shall not exceed 7.74 cfs, nor total combined annual volume of 3300.8 af for the irrigation of a total of 792 acres.
4. X35 Rights 35-13403, 35-13933, 35-13935, 35-13937, 35-13939, 35-13941, 35-13949, 35-13951, 35-14681, and 35-14682 when combined shall not exceed a total diversion rate of 8.05 cfs, a total annual maximum diversion volume of 3,423.6 af at the field headgate, and the irrigation of 822.7 acres.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
6. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
7. 214 Prior to the diversion and use of water under Transfer approval 84029 the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
8. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
9. 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.
10. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

- | | | |
|-----|-----|--|
| 11. | T08 | Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer. |
| 12. | T19 | Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree. |

Dates:

Licensed Date:

Decreed Date: 08/02/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Combined Acres Limit: 792

Combined Volume Limit: 2996.8

Combined Rate Limit: 7.06

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2B**

IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 35-13403

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use) 63.2

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$580.00 Date 12/27/21 Received by atb Receipt # E047666

Add'l fee paid \$50.00 Date 2/4/22 Received by CH Receipt # E047710

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Attachment No. 4

Power of Attorney

Attorney Roster Search

Type the last name or the beginning of the last name of the attorney you are trying to find. Use more letters to narrow your search. If you cannot find the attorney you are looking for, contact the Licensing Department at (208) 334-4500.

Current Status Definitions (<https://isb.idaho.gov/licensing-mcle/membership-count-statuses/>)

Search again

Results (as of 2/26/21)

Luke Hyrum Marchant

Status Active
Admittance Date 09/30/2008

Firm Holden, Kidwell, Hahn & Crapo, PLLC
Mailing Address PO Box 50130
Idaho Falls, ID 83405

Phone (208) 523-0620
Phone Ext
Fax (208) 523-9518

Bar Email Address lmarchant@holdenlegal.com
Website Address www.holdenlegal.com
Court eService Email efiling@holdenlegal.com

Need a correction?

Is something not correct? Please use the Address Change Form

The information above is based on the Idaho State Bar records as of the date listed above. To send us an update on your own listing, please use the online Address Change Form or send an email to the Licensing Department. Please notify the Licensing Department if you find that another attorney's information is incorrect. Questions on attorney status and good standing should also be directed to the Licensing Department at (208) 334-4500.

[Current Status Definitions](#)

Disciplinary History

Contact the Bar Counsel's Office at (208) 334-4500 to request a disciplinary history on an attorney.

Former Members

Information on former members of the Idaho State Bar is limited to name, admission date and status. The online records include former members going back to approximately 1994. Records on former members from before 1994 are not available online. Please contact the Licensing Department for more information on former members.

Attachment No. 6

Lien Holder Authorization

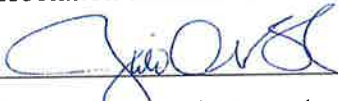
December 3, 2021

To: Idaho Department of Water Resources

From: U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs

Subject: Transfer of Water Rights in the name of Idaho Falls, Farms, LLC

U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs, is the holder of a real estate mortgage on property owned by Idaho Falls, Farms, LLC in Jefferson County, Idaho. The mortgage is evidenced by Instrument No. 454780 recorded in the records of Jefferson County, Idaho, which Instrument is attached hereto as Exhibit A, and was subsequently assigned to holder by Instrument No. 454782 recorded in the records of Jefferson County, Idaho, which assignment is attached hereto as Exhibit B. I understand that Idaho Falls, Farms, LLC plans to file a water right transfer application to change the place of use of Water Right No. 35-7216B, and to change the point of diversion and place of use of a portion of Water Right No. 35-2877 and a portion of Water Right No. 35-13403 as shown on the map attached hereto as Exhibit B. U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs, has no objection to Idaho Falls, Farms, LLC's application for water right transfer, and I have the authority on behalf of U.S. Bank National Association to consent to the transfer.



Printed Name: Julie Bustad

Position: Director - Servicing

STATE OF Iowa)

) ss.

COUNTY OF Polk)

On this 3rd day of December 2021, before me, a Notary Public for said County and State, personally appeared Julie Bustad, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC FOR State of Iowa
Residing at: Johnston, Iowa
My commission expires: 09-09-2024



EXHIBIT A

Instrument # 454780

RIGBY, JEFFERSON, IDAHO

08-18-2020 12:45:47 PM

No. of Pages: 18

Recorded for: FIRST AMERICAN TITLE INSURANCE COMPANY -

COLLEEN C POOLE

Fee: \$45.00

Ex-Officio Recorder Deputy: LK

Index To: MORTGAGE

Electronically Recorded by Simplifile

After Recording Return To:
Conterra Agricultural Capital, LLC
7755 Office Plaza Dr. North, Suite 195
West Des Moines, IA 50266
Sarah Streeter

[Space Above This Line For Recording Data]

MORTGAGE

Security Agreement, Assignment of Rents and Fixture Filing

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) "Security Instrument" means this document, which is dated August 17, 2020, together with all Riders to this document.

(B) "Borrower" is Idaho Falls Farms LLC, a Delaware limited liability company. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Conterra Agricultural Capital, LLC. Lender is a limited liability company organized and existing under the laws of Iowa. Lender's address is 7755 Office Plaza Dr. North, Suite 195 West Des Moines, IA 50266. Lender is the beneficiary under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 17, 2020. The Note states that Borrower owes Lender Twelve Million One Hundred Thirty Thousand and 00/100 Dollars (U.S. \$12,130,000.00) plus interest. Borrower has promised to pay the debt in full not later than January 1, 2028.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

(G) "Riders" mean all Riders to this Security Instrument that are executed by Borrower, whether recorded or not recorded. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Irrigation Equipment Rider

☐ Water Rights Rider

☒ Financial Information and Covenants Rider

☐ Permitted Prior Encumbrance Rider

☐ Mortgage Insurance Rider

☒ Adjustable Rate Rider

☐ Other(s):

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

IDAHO—Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

(I) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.

(L) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants to Lender a security interest in the following described property located in the Counties of Bonneville and Jefferson, Idaho:

See Exhibit "A" attached hereto and made a part hereof (the "Listed Property").

which currently has the address of

6,652.24+- Acres Agricultural Land
Bonneville and Jefferson Counties, Idaho
[Property Address]

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached, leases of all or any part of the Property to tenants, and encumbrances of record (hereafter "Permitted Prior Encumbrances");

TOGETHER WITH all of the interest of Borrower in all buildings, improvements, fixtures and permanent plantings located in or on the Listed Property or appurtenant to the Listed Property, and all additions, replacements, and improvements hereafter made to the Listed Property or placed in or on the Listed Property; all rights-of-way and easements appurtenant to the Listed Property, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the Listed Property now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

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

TOGETHER WITH all tangible personal property owned by Borrower and located on the Listed Property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the Listed Property, or for stock watering or domestic purposes thereon, and all

IDAHO-Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

grain bins and storage bins, which are owned by Borrower and which are located on the Listed Property in **Bonneville and Jefferson Counties, Idaho**, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the Listed Property, all of which are declared to be appurtenant to said Listed Property, or incident to the ownership thereof, or used in connection therewith;

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

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

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

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

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

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for leases of all or any part of the Property to tenants, encumbrances of record, and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, fixtures, and certain personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or

IDAHO-Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Unless otherwise required by Applicable Law, payments will be applied pursuant to the terms of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

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

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

If Borrower fails to maintain any of the coverages described above and such failure constitutes an Event of Default under the Note, such failure shall constitute a default under the terms of this Security Instrument and the Loan.

Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property or cause the Property to be maintained in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property or cause the Property to be promptly repaired if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property or causing such repair or restoration to be completed only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property or cause the Property to be operated in a good and workmanlike manner and in accordance with all Applicable Law and will pay or cause to be paid all fees and charges of any kind in connection therewith. Borrower will use or cause to be used good farming and animal husbandry practices.

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

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Borrower secured by the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's reasonable judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's reasonable judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing and shall be given by delivering it or by mailing it to Borrower's notice address. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower if hand delivered, if sent by reputable overnight courier (effective the business day following delivery to such courier) or if mailed (effective four (4) business days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the address set forth below Borrower's signature unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice to Lender in connection with this Security Instrument shall be deemed to have been given to Lender if hand delivered, if sent by reputable overnight courier (effective the business day following delivery to such courier) or if mailed (effective four (4) business days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Controlling Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

Specifically excepting leases of no more than forty (40) years in duration and transfers of all or any part of the Property or an interest in Borrower to IFC Core Farmland REIT LLC ("IFC Core Farmland REIT"), any of the members of IFC Core Farmland REIT with an interest greater than 25%, or any person or entity controlling, controlled by or under common control with Borrower, IFC Core Farmland REIT or any such member of IFC Core Farmland REIT, if all or

any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a controlling interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Except for any matters disclosed in any environmental reports delivered by Borrower to Lender prior to the date hereof, Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences and clause (b) of the following paragraph

shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential or agricultural uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Borrower agrees to indemnify and hold Lender free and harmless from and against all loss, costs (including attorneys' fees and costs), damage (including consequential damages), and expenses Lender may sustain by reason of the assertion against Lender by a third-party of any claim in connection with Hazardous Substances on, in, or affecting the Property, and shall pay any such attorneys' fees and costs Lender incurs in connection therewith.

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

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

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

22. Assignment of Leases. Upon Lender's request after the occurrence and during the continuance of an Event of Default (as defined in the Note), Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, during the existence of an Event of Default (as defined in the Note), Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

23. Assignment of Rents; Appointment of Receiver; Lender In Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in and to the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of an Event of Default (as defined in the Note) pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of an Event of Default (as defined in the Note) to Borrower, then so long as the Event of Default (as defined in the Note) exists: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all

Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

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

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

24. Cross-Default Provision. The occurrence of an Event of Default (as defined in the Note) shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument, but only with respect to the Note secured by this Security Instrument.

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

25. Remedies on Default. In some instances, federal and state law will require Lender to provide Borrower with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Note and foreclosure this Security Instrument in a manner provided by law if an Event of Default (as defined in the Note) exists. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of an Event of Default (as defined in the Note) or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Note, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Note after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Borrower's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

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

27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall file a release and cancellation of this Security Instrument in the public records and surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

NOTICE
UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR
EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE
LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF

IDAHO—Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

SUCH CREDIT IS \$50,000 OR MORE.

[Signature Page Follows]

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

Idaho Falls Farms LLC

**BY: IFC Core Farmland REIT LLC, Its
Sole Member**

By: Jim Walker

Name: Jim Walker

Title: Chief Financial Officer

Mailing address for notices to Borrower:
**1318 Dale Street
Raleigh, NC 27605**

STATE OF NORTH CAROLINA
COUNTY OF Wake

Before me, the undersigned authority, on this day personally appeared **Jim Walker**, on behalf of said limited liability company, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 17th day of August, 2020.

Rachel Lynn Crowe
Notary, State of North Carolina
Printed Name: Rachel Lynn Crowe
My Commission Expires: 3/11/2024



IDAHO-Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

EXHIBIT A
LISTED PROPERTY

TRACT 1:

ALL IN TOWNSHIP 2 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN BONNEVILLE COUNTY, IDAHO:

SECTION 7: ALL, EXCEPT NORTH HALF NORTHWEST QUARTER NORTHWEST QUARTER, LESS ROAD RIGHT OF WAY ON EAST BOUNDARY.

SECTION 18: NORTHWEST QUARTER NORTHWEST QUARTER

ALL IN TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO:

SECTION 12: EAST HALF

SECTION 13: EAST HALF

SECTION 24: NORTH HALF NORTHEAST QUARTER

ALL IN TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO:

SECTION 1: SOUTH HALF (S1/2) LYING SOUTH OF HIGHWAY RIGHT OF WAY

SECTION 11: EAST HALF (E1/2); EAST HALF WEST HALF (E1/2W1/2)

SECTION 12: WEST HALF (W1/2)

SECTION 13: WEST HALF (W1/2), LESS THE WEST 1/2 SOUTHWEST 1/4 AND SOUTHEAST 1/4 SOUTHWEST 1/4

LESS AND EXCEPTING FROM THE ABOVE-DESCRIBED PROPERTIES THE FOLLOWING PARCELS:

A. A PARCEL OF LAND BEING SITUATED IN THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1, MARKED BY AN IRON PIN; THENCE ALONG THE WEST LINE OF SAID SECTION 1 NORTH 00°30'53" EAST 2622.32 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 20, FEDERAL AID PROJECT NO. F.1422(2), MARKED BY AN IRON PIN; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 77°06'10" EAST 756.52 FEET TO AN IRON PIN; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 1323.00 FEET, WHOSE CENTRAL ANGLE IS 42°47'18", WHOSE LENGTH IS 988.01 FEET AND WHOSE LONG CHORD BEARS SOUTH 47°20'31" WEST 965.21 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 35.00 FEET EAST OF SAID WEST LINE OF SECTION 1, MARKED BY AN IRON PIN, THENCE ALONG SAID PARALLEL LINE SOUTH 00°30'53" WEST 1136.35 FEET TO AN IRON PIN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS

IDAHO—Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

1323.00 FEET, WHOSE CENTRAL ANGLE IS $39^{\circ}33'29''$, WHOSE LENGTH IS 913.42 FEET AND WHOSE LONG CHORD BEARS SOUTH $44^{\circ}41'51''$ EAST 895.39 FEET TO AN IRON PIN; THENCE ALONG A LINE THAT IS PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 1 SOUTH $00^{\circ}07'52''$ EAST 25.00 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 1, MARKED BY AN IRON PIN; THENCE ALONG SAID SOUTH LINE SOUTH $89^{\circ}52'08''$ WEST 670.80 FEET TO THE POINT OF BEGINNING.

B. A PARCEL OF LAND SITUATED IN THE SOUTH $1/2$ OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 1, MARKED BY AN IRON PIN; THENCE ALONG THE SOUTH LINE OF SAID SECTION 1 SOUTH $89^{\circ}52'08''$ WEST 405.37 FEET TO AN IRON PIN; THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES NORTH $00^{\circ}07'52''$ WEST 25.00 FEET TO AN IRON PIN; THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT WHOSE RADIUS IS 935.00 FEET, WHOSE CENTRAL ANGLE IS $34^{\circ}01'10''$, WHOSE LENGTH IS 555.16 FEET AND WHOSE LONG CHORD BEARS NORTH $44^{\circ}05'02''$ EAST 547.04 FEET TO AN IRON PIN; THENCE ALONG A LINE THAT IS PERPENDICULAR TO THE EAST LINE OF SECTION 1 SOUTH $89^{\circ}58'45''$ EAST 25.00 FEET TO A POINT ON SAID EAST LINE OF SECTION 1, MARKED BY AN IRON PIN; THENCE ALONG SAID EAST LINE SOUTH $00^{\circ}01'15''$ WEST 417.01 FEET TO THE POINT OF BEGINNING.

C. A PARCEL OF LAND BEING A PORTION OF THE WEST $1/2$ OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12 MARKED BY AN IRON PIN; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 12 NORTH $89^{\circ}52'08''$ EAST 1098.78 FEET TO A POINT MARKED BY AN IRON PIN; THENCE LEAVING SAID NORTH BOUNDARY AT RIGHT ANGLES SOUTH $00^{\circ}07'52''$ EAST 33.71 FEET TO A POINT OF BEGINNING OF CURVE MARKED BY AN IRON PIN; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 522.15 FEET, SAID CURVE HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF $26^{\circ}14'35''$ AND A LONG CHORD BEARING SOUTH $50^{\circ}45'49''$ WEST 517.60 FEET TO A POINT OF ENDING OF CURVE MARKED BY AN IRON PIN; THENCE NORTH $89^{\circ}17'40''$ WEST 697.53 FEET TO A POINT ON THE WEST BOUNDARY OF SAID WEST $1/2$ OF SECTION 12 MARKED BY AN IRON PIN; THENCE ALONG SAID WEST BOUNDARY NORTH $00^{\circ}04'40''$ WEST 350.00 FEET TO THE POINT OF BEGINNING.

D. A PARCEL OF LAND BEING A PORTION OF THE EAST $1/2$ OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12 MARKED BY AN ALUMINUM CAP; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 12 SOUTH $00^{\circ}02'43''$ EAST 789.18 FEET TO A POINT MARKED BY AN IRON PIN; THENCE LEAVING SAID EAST BOUNDARY AT RIGHT ANGLES SOUTH $89^{\circ}57'17''$ WEST 25.00 FEET TO A POINT OF CURVE MARKED BY AN IRON PIN; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 1124.39 FEET, SAID CURVE HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF $45^{\circ}45'17''$ AND A LONG CHORD BEARING NORTH $45^{\circ}51'50''$ WEST 1094.75 FEET TO A POINT OF ENDING OF CURVE MARKED BY AN IRON PIN; THENCE NORTH $00^{\circ}07'52''$ WEST 25.00 FEET TO POINT ON THE NORTH BOUNDARY OF SAID SECTION 12; THENCE ALONG SAID NORTH BOUNDARY NORTH $89^{\circ}52'08''$ EAST 810.12 FEET TO THE POINT OF BEGINNING.

E. A PARCEL OF LAND BEING A PORTION OF THE EAST $1/2$ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 7, MARKED BY AN ALUMINUM CAP;

THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 7 NORTH 89°59'42" WEST 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 115TH WEST MARKED BY AN IRON PIN, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°01'21" EAST 3206.21 FEET TO A POINT MARKED BY AN IRON PIN; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AT RIGHT ANGLES SOUTH 89°58'39" WEST 25.00 FEET TO A POINT MARKING THE POINT OF BEGINNING OF CURVE, SAID POINT MARKED BY AN IRON PIN; THENCE ALONG THE ARC OF CURVE TO THE LEFT 1596.66 FEET, SAID CURVE HAVING A RADIUS OF 1387.00 FEET, A CENTRAL ANGLE OF 65°57'24" AND A LONG CHORD BEARING NORTH 54°46'10" WEST 1509.95 FEET TO A POINT MARKING THE POINT OF ENDING OF CURVE MARKED BY AN IRON PIN; THENCE NORTH 09°27'46" EAST 1064.35 FEET TO A POINT MARKED BY AN IRON PIN; THENCE NORTH 07°35'25" WEST 816.61 FEET TO A POINT MARKED BY AN IRON PIN; THENCE NORTH 45°21'41" WEST 143.73 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7 MARKED BY AN IRON PIN; THENCE ALONG SAID WEST BOUNDARY NORTH 00°01'24" WEST 374.98 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE ALONG SAID NORTH BOUNDARY OF SECTION 7 SOUTH 89°59'42" EAST 1292.42 FEET TO THE POINT OF BEGINNING.

F. A PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7 MARKED BY AN ALUMINUM CAP; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 7 SOUTH 89°59'10" WEST 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH 115TH WEST MARKED BY AN IRON PIN, SAID POINT MARKING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°59'10" WEST 633.68 FEET THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 MARKED BY AN IRON PIN; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SE 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7 NORTH 00°01'23" WEST 379.90 FEET TO A POINT OF BEGINNING OF CURVE MARKED BY AN IRON PIN; THENCE LEAVING SAID WEST BOUNDARY ALONG THE ARC OF A CURVE TO THE LEFT 969.50 FEET, SAID CURVE HAVING A RADIUS OF 1367.00 FEET, A CENTRAL ANGLE OF 40°38'07" AND A LONG CHORD BEARING NORTH 39°51'26" EAST 949.31 FEET TO A POINT OF ENDING OF CURVE MARKED BY AN IRON PIN; THENCE NORTH 89°58'39" EAST 25.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF NORTH 115TH WEST MARKED BY AN IRON PIN; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°01'21" EAST 1108.49 FEET TO THE POINT OF BEGINNING.

G. A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7 MARKED BY AN IRON PIN; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 7, WHICH IS ALSO THE CENTERLINE OF NORTH 125TH WEST SOUTH 00°02'43" EAST 661.06 FEET TO A POINT MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 MARKED BY AN IRON PIN, SAID POINT MARKING THE POINT OF BEGINNING; THENCE ALONG NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7 SOUTH 89°59'51" EAST 1317.29 FEET TO A POINT MARKING THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7; THENCE SOUTH 08°00'45" WEST 354.07 FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH 64°29'46" WEST 518.81 FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH 68°28'50" WEST 594.29 FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH 02°12'27" WEST

291.93 FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH 63°11'42" WEST 99.20 FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH 83°56'51" WEST 146.95 FEET TO A POINT ON SAID WEST BOUNDARY OF SECTION 7 MARKED BY AN IRON PIN; THENCE ALONG SAID WEST BOUNDARY NORTH 00°02'43 WEST 1144.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL IN TOWNSHIP 3 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO:

SECTION 25: A PORTION OF SECTION 25 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25, MARKED BY AN IRON PIN; THENCE ALONG THE NORTH LINE OF SAID SECTION 25 SOUTH 89°40'19" EAST 2826.46 FEET TO AN IRON PIN; THENCE LEAVING SAID NORTH LINE SOUTH 01°04'18" WEST 5283.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 25, MARKED BY AN IRON PIN; THENCE ALONG SAID SOUTH LINE NORTH 89°47'16" WEST 2730.26 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 25, MARKED BY AN IRON PIN; THENCE ALONG THE WEST LINE OF SAID SECTION 25 NORTH 00°01'43" EAST 5288.39 FEET TO THE POINT OF BEGINNING.

SECTION 26: ALL, EXCEPT THE FOLLOWING TRACT:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26 MARKED BY AN IRON PIN; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 26 SOUTH 89°55'53" EAST 1319.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26 MARKED BY AN IRON PIN; THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26 SOUTH 00°03'29" WEST 1287.00 FEET TO A POINT MARKED BY AN IRON PIN; THENCE LEAVING SAID WEST BOUNDARY NORTH 55°17'56" WEST 900.75 FEET TO A POINT MARKED BY AN IRON PIN; THENCE NORTH 84°20'41" WEST 200.06 FEET TO A POINT MARKED BY AN IRON PIN; THENCE NORTH 41°48'36" WEST 410.48 FEET TO A POINT MARKED BY AN IRON PIN; THENCE NORTH 89°55'56" WEST 105.52 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SECTION 26 MARKED BY AN IRON PIN; THENCE ALONG SAID WEST BOUNDARY, WHICH IS ALSO THE CENTERLINE OF NORTH 75TH WEST NORTH 00°04'04" EAST 450.00 FEET TO THE POINT OF BEGINNING.

SECTION 27: ALL, EXCEPT THE FOLLOWING TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, RUNNING THENCE NORTH 0°09' EAST 180 FEET, RUNNING THENCE WEST 150 FEET, RUNNING THENCE SOUTH 0°09' WEST 180 FEET, RUNNING THENCE EAST 150 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 36, EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, THAT IS 98.4 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 27, AND RUNNING THENCE EAST 1000.0 FEET; THENCE NORTH 540.0 FEET; THENCE WEST 1000.0 FEET TO SAID WEST SECTION LINE, THENCE SOUTH 540.0 FEET ALONG SAID WEST SECTION LINE TO THE POINT OF BEGINNING.

TRACT 3:

IDAHO—Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

ALL IN TOWNSHIP 2 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO:

SECTION 14: NORTHEAST QUARTER NORTHEAST QUARTER (NE1/4NE1/4).

JEFFERSON COUNTY:

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

SECTION 10: S1/2

TRACT 2:

TOWNSHIP 4 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

SECTION 11: ALL

EXCEPTING THEREFROM:

PART OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF (E 1/2 E 1/2 E 1/2) OF SECTION 11,
TOWNSHIP 4

NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11 AND RUNNING THENCE SOUTH 89°58'29"
WEST 174.00 FEET ALONG THE SECTION LINE TO AN EXISTING FENCE LINE EXTENDED; THENCE NORTH
00°14'34" WEST 5281.20 FEET ALONG SAID EXISTING FENCE TO THE NORTH LINE OF SAID SECTION 11;
THENCE NORTH 89°45'51" EAST 183.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE
SOUTH 00°08'42" EAST 5281.85 FEET TO THE POINT OF BEGINNING.

TRACT 3:

TOWNSHIP 4 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

SECTION 15: WEST 1/2

EXCEPTING THEREFROM: THE SOUTH 30 FEET.

ALSO EXCEPTING THEREFROM: THE WEST 55 FEET.

TRACT 4:

PARCEL 1:

TOWNSHIP 4 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

SECTION 16: ALL

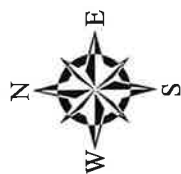
TRACT 5:

TOWNSHIP 4 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

SECTION 20: ALL

EXHIBIT B

IDAHO FALLS FARMS, LLC - APPLICATION FOR TRANSFER



Legend

- Current PODs
- Proposed POD
- Proposed POU
- Transfer Acres
- TR Lines
- Section Lines
- Quarter Quarters

85696



2019 NAIP Photo

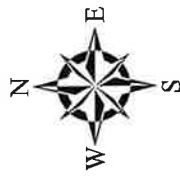


Prepared by:
Luke H. Marchant
11/19/2021

Attachment No. 7a

GIS Maps

IDAHO FALLS FARMS, LLC - APPLICATION FOR TRANSFER



Legend

- Current PODs
- Proposed POD
- Proposed POU
- Transfer Acres
- modelgrid
- TR Lines
- Section Lines
- Quarter Quarters

85698



2019 NAIP Photo



Prepared by:
Luke H. Marchant
12/16/2021

Attachment No. 7b
GIS Shapefile

**(Will be sent via email upon
request from IDWR)**

Attachment No. 10

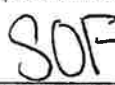
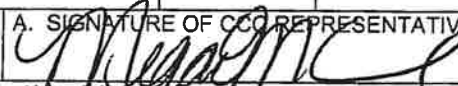
Other

8569 6

PLACE OF USE DESCRIPTION AFTER PROPOSED CHANGES

[illegible][illegible]

Total positive change in accrual	143.2	Used for calculating filing fee
Total negative change in accrual	-143.2	
Total WR Allowed Diversion Rate	7.55	
WR Rate/Accr	0.0111	
Diversion Rate for Positive Change in Accrual	1.8595	
Diversion Rate for Negative Change in Accrual	1.5693	
Filing Fee Based on Positive Change	\$580.00	
Filing Fee Based on Negative Change	\$580.00	

CRP-1 (12-02-19)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 16 019	2. SIGN-UP NUMBER 31
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) BONNEVILLE COUNTY FARM SERVICE AGENCY 1120 E LINCOLN RD STE B IDAHO FALLS, ID83401-2122		3. CONTRACT NUMBER 810B	4. ACRES FOR ENROLLMENT 286.90
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (208) 522-6250 x2		6. TRACT NUMBER 3734	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 05-01-2007 TO: (MM-DD-YYYY) 09-30-2021
8. SIGNUP TYPE: CREP - Idaho			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.			
9A. Rental Rate Per Acre \$ 124.00	10. Identification of CRP Land (See Page 2 for additional space)		
9B. Annual Contract Payment \$ 35,576.00	A. Tract No. 3734	B. Field No.	C. Practice No. CP2
9C. First Year Payment \$	D. Acres 286.90	E. Total Estimated Cost-Share \$ 10,328.0	
(Item 9C is applicable only when the first year payment is prorated.)			
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)			
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) FOSTER LAND & CATTLE BRAD FOSTER GEN PTR PO BOX 40	(2) SHARE 100.00 %	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY FARMER
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) IDAHO FALLS FARM LLC 1318 DALE ST RALEIGH, NC27605-1350	(2) SHARE 0.00 %	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY MAY 28 2020 FARMER
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY BONNEVILLE COUNTY FSA
12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE 		B. DATE 5/15/20	

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 7 U.S.C. 9091(2)(c)(B). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FARM NO: 4149
TRACT NO: 3734



Prepared by FSA

Date: 5-1-2009 NOT TO SCALE



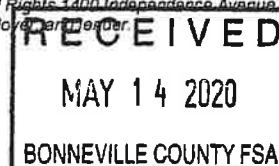
Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

CRP-1 (12-02-19) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 16 019 3. CONTRACT NUMBER 809B		2. SIGN-UP NUMBER 35 4. ACRES FOR ENROLLMENT 310.80																
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) BONNEVILLE COUNTY FARM SERVICE AGENCY 1120 E LINCOLN RD STE B IDAHO FALLS, ID83401-2122		6. TRACT NUMBER 3729		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 01-01-2007 09-30-2021																
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (208) 522-6250 x2		8. SIGNUP TYPE: CREP - Idaho																		
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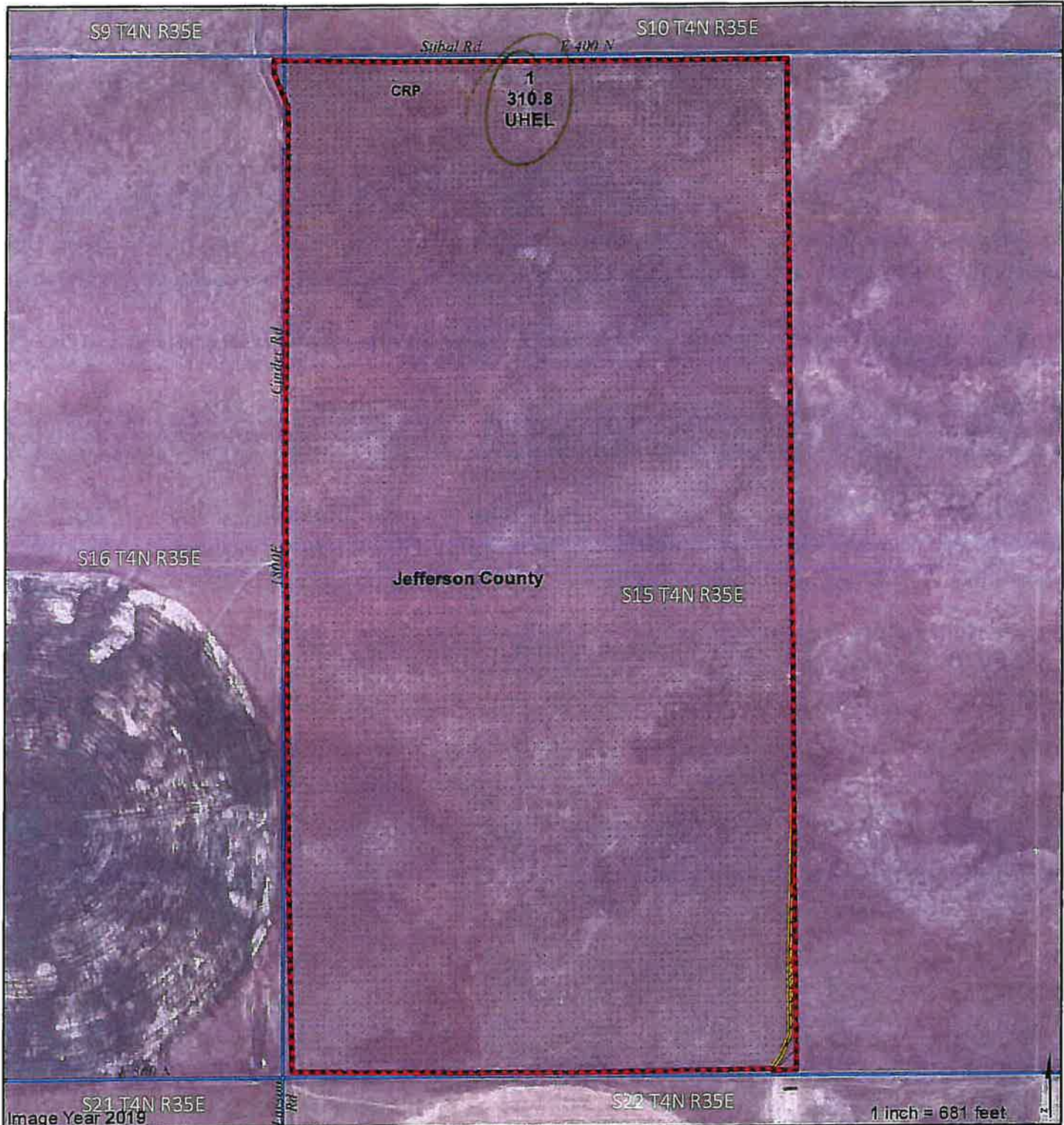
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United States
Department of
Agriculture

Bonneville County, Idaho



Common Land Unit

Non-Cropland
Cropland

CRP
Tract Boundary
PLSS

County Boundary

Wetland Determination Identifiers

Restricted Use Limited Restrictions
Exempt from Conservation Compliance Provisions

Tract Cropland Total: 310.80 acres

2021 Program Year

Map Created February 10, 2021

Farm 4144

Tract 3729

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

85696



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

February 16, 2022

IDAHO FALLS FARMS LLC
1318 DALE ST
RALEIGH, NC 27605-1350

RE: Transfer No. 85696
Water Right No(s). 35-13403, 35-2877, 35-7216B

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the JEFFERSON STAR on 2/23/2022 and 3/2/2022. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
LUKE MARCHANT
PO BOX 50130
IDAHO FALLS, ID 83405-0130

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 85696**

IDAHO FALLS FARMS LLC, 1318 DALE ST, RALEIGH, NC 27605-1350 has filed Application No. 85696 for changes to the following water rights within JEFFERSON County(s): Right No(s). 35-13403, 35-2877, 35-7216B; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion is in NESW Sec 15 T04N R35E for 7.55 cfs from Ground Water. The proposed place of use is in Sec 15 and 16, T04N R35E for 410.2 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 3/14/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/23/2022 and 3/2/2022

Henman, Christina

From: Henman, Christina
Sent: Wednesday, February 16, 2022 11:32 AM
To: info@jeffersonstarnews.com
Subject: Legal Notice for Jefferson Star
Attachments: 85696 Jefferson Star.docx

LEGAL NOTICE DEPARTMENT
JEFFERSON STAR
PO BOX 37
RIGBY, ID 83442

RE: Transfer No. 85696
Water Right No(s). 35-13403, 35-2877, 35-7216B

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/14/2022. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161