

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
31-7034Y <i>OK</i>	31-11934 <i>OK</i>	31-12110 <i>OK</i>	31-7593 ? - <i>The assignment received</i>
31-11799 <i>OK</i>	31-7479 <i>OK</i>	31-12112 <i>OK</i>	31-11780 <i>OK</i>
31-11801 <i>OK</i>	31-7578 <i>OK</i>	31-12058 <i>OK</i>	31-11782 <i>OK</i>
31-11803 <i>OK</i>	31-7302A <i>OK</i>	31-2426E <i>OK</i>	
31-11932 <i>OK</i>	31-7595 <i>OK</i>	31-12056 <i>OK</i>	

2. The following **REQUIRED** information must be submitted with this form:

- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

- B) A **FEE of \$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

Rabo AgriFinance

Attn: Randi Pond

970 Pier View Drive, Suite B

Idaho Falls, ID 83402

Phone 208-552-6316

Email randi.pond@raboag.com

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

Rabo AgriFinance, LLC, a Delaware limited liability company

5. Expiration Date of Notification Period

12/1/2034

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable

For Office Use Only

Received by *JB*

Date *2/12/2020*

Receipt No. *E045626*

Fee *\$450*

Processed by *AJ*

Date

WR *JB*

Date *12/10/2021*

All complete except for 31-7593 Assignment of Application never received.

SUPPORT DATA
IN FILE # 31-7034Y

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

IDWR Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

Instrument No. 576826
27 Day Nov 2019
At 03 O'Clock 39 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$45.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

FIRST AMERICAN TITLE

718888-RI

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above this line for Recorder's Use

New RE Term MCA 2019

Real Estate Term Loan 1: 22115696
Revolving Line of Credit 1: 22105102 (41302400)
Revolving Line of Credit 2: 22108193 (22108636)
Real Estate Term Loan 3: 22117708

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Clark, Jefferson and Fremont Counties, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage ("Mortgage") is dated as of November 18, 2019. It is by RICHARD J LARSEN (a/k/a Richard Larsen, Richard J. Larsen and Richard J Larsen, individually and doing business as Richard Larsen Farms) ("Richard Larsen") and PEGGY A LARSEN (a/k/a Peggy Larsen and Peggy A. Larsen) ("Peggy Larsen"), married spouses (Richard Larsen and Peggy Larsen are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee").

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to \$37,570,672.87 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated October 1, 2018, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the MCA) may be, from time to time, guaranteed by Guarantor under the terms and conditions of one or more guaranties in favor of Collateral Agent. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the MCA, the Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

Non-Obligor(s) have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Clark, Jefferson and Fremont Counties, Idaho, and described in EXHIBIT A-1, EXHIBIT A-2 and EXHIBIT A-3 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps,

FIRST AMERICAN TITLE
718888-RI

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Instrument # 448209

RIGBY, JEFFERSON, IDAHO
11-27-2019 03:42:46 PM No. of Pages: 29
Recorded for: FIRST AMERICAN TITLE - RIGBY
COLLEEN C POOLE Fee: \$45.00
Ex-Officio Recorder Deputy: LK
Index To: MORTGAGE
Electronically Recorded by Simplifile

Space above this line for Recorder's Use

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Microfile No. 57650
27 Day Nov 19
At 03 O'Clock 57 M
Clark Co. Recorder Judith Maldonado
Fee \$45.00
JM Deputy
Recorded at Request of
First American Title - Rigby

FIRST AMERICAN TITLE

718883-RI

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AND WHEN RECORDED MAIL TO:

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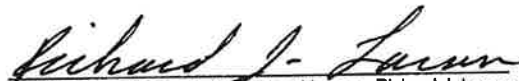
motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any governmental authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) subject to Section 42, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (t) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Real Estate Term Loan 2 Note dated as of October 1, 2018, from Borrower to Lender in the original principal amount of \$14,570,672.87; (ii) the Revolving Line of Credit 1 Note dated as of the date of this Mortgage, from Borrower to Lender in the original principal amount of \$6,000,000.00; (iii) the Operating Line of Credit Note dated as of August 10, 2015, from Borrower to Lender in the original principal amount of \$5,000,000.00; (iv) the Real Estate Term Loan 3 Note dated as of the date of this Mortgage, from Borrower to Lender in the original principal amount of \$12,000,000.00 (the

Grantor is signing this Mortgage effective as of the day and year first written above.

GRANTOR

Address for Notices:
267 West 4650 North
Rexburg, Idaho 83440


RICHARD J LARSEN (a/k/a Richard Larsen, Richard J. Larsen and
Richard J Larsen, individually and doing business as Richard Larsen
Farms)

Address for Notices:
267 West 4650 North
Rexburg, Idaho 83440


PEGGY A LARSEN (a/k/a Peggy Larsen and Peggy A. Larsen)

STATE OF IDAHO

COUNTY OF

SS

On this 26 day of Nov, in the year of 2019, before me, Shaney Swanson, a Notary Public, personally appeared RICHARD J LARSEN (a/k/a Richard Larsen, Richard J. Larsen and Richard J Larsen, individually and doing business as Richard Larsen Farms) and PEGGY A LARSEN (a/k/a Peggy Larsen and Peggy A. Larsen) known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021

Notary Public

Printed Name:

My Commission Expires:

1-3-21

EXHIBIT A-1

New RE Term MCA 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Clark County, Idaho

**PARCEL 4: CLARK COUNTY
TOWNSHIP 9 NORTH, RANGE 34 E.B.M., CLARK COUNTY, IDAHO
SECTION 10: SW¼**

**PARCEL 4A:
A 50 FOOT EASEMENT FOR INGRESS AND EGRESS ALONG THE WEST SECTION LINE OF
SECTION 10, TOWNSHIP 9 NORTH, RANGE 34 E.B.M., CLARK COUNTY, IDAHO.**

PARCEL 5:

TRACT 1:

**PART OF THE NW¼ OF SECTION 16 AND PART OF THE NE¼NE¼ OF SECTION 17,
TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO,
MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 16 FROM WHICH THE NORTHEAST
CORNER OF SAID SECTION BEARS S. 89°40'07" E. 5229.14 FEET; THENCE S. 89°40'07" E.
31.58 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°07'10" W. 14.80 FEET
TO AN ½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING THE
POINT OF BEGINNING; THENCE S. 00°07'10" W. 206.69 FEET TO AN ½" IRON ROD WITH
PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING 31.05 FEET EAST OF THE WEST
LINE OF SAID SECTION; THENCE S. 89°52'50" E. 283.78 FEET TO AN ½" IRON ROD WITH
PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 00°07'19" E. 206.85 FEET TO AN ½"
IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING 13.59 FEET
SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE S. 89°55'15" E. 648.90 FEET TO AN
½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING 10.74 FEET
SOUTH OF SAID NORTH LINE; THENCE S. 00°00'45" E. 399.87 FEET TO AN ½" IRON ROD
WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 89°54'54" E. 122.61 FEET TO AN
½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 00°00'17" E. 429.72**

FEET TO AN 1/2" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 89°55'19" W. 1111.81 FEET TO AN 1/2" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222 BEING IN THE NE 1/4 NE 1/4 OF SECTION 17; THENCE N. 34°20'09" W. 732.75 FEET TO AN 1/2" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 89°40'51" W. 337.93 TO AN 1/2" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 00°00'05" W. 221.95 FEET TO AN 1/2" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 17; THENCE N. 89°57'01" E 807.60 FEET TO THE POINT OF BEGINNING.

TRACT 2:
TOGETHER WITH A 50 FOOT INGRESS AND EGRESS EASEMENT ALONG THE NORTH, SOUTH, EAST AND WEST SECTION LINES OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 34, E.B.M., CLARK COUNTY, IDAHO.

PARCEL 6:

TRACT 1:

TOWNSHIP 9 NORTH, RANGE 34 E.B.M., CLARK COUNTY, IDAHO
SECTION 15: ALL

TRACT 2:

TOGETHER WITH A 50 FOOT EASEMENT FOR INGRESS AND EGRESS ALONG THE WEST SECTION LINE OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 34 E.B.M., CLARK COUNTY, IDAHO.

PARCEL 7: (HAY TERMINAL)

TRACT 1:

TOWNSHIP 10 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO
SECTION 21: COMMENCING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 21 WITH A LINE 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MONTANA SUBDIVISION OF THE UNION PACIFIC RAILROAD COMPANY, AS NOW CONSTRUCTED AND OPERATED; THENCE S. 89°36'02" E. ALONG SAID EAST-WEST LINE CENTERLINE, A DISTANCE OF 353.60 FEET TO THE CENTER OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING; THENCE N. 00°38'22" W. ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 21, A DISTANCE OF 1375.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE W 1/2 SW 1/4 NE 1/4 OF SAID SECTION 21; THENCE S. 89°39'16" E. ALONG SAID NORTH LINE A DISTANCE OF 685.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID W 1/2 SW 1/4 NE 1/4 OF SAID SECTION 21; THENCE S. 00°38'22" E. ALONG THE EAST LINE OF SAID W 1/2 SW 1/4 NE 1/4 A DISTANCE OF 1375.64 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SAID SECTION 21; THENCE S. 89°36'02" E. ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 680.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE W 1/2 SE 1/4 OF SAID SECTION 21; THENCE S. 00°09'35" E. ALONG THE EAST LINE OF THE W 1/2 SE 1/4 OF SAID SECTION 21, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 4084.60 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NW 1/4 NE 1/4 OF SAID SECTION 28; THENCE N. 89°19' W. ALONG THE SOUTH LINE OF SAID NW 1/4 NE 1/4 OF SECTION 28, A DISTANCE OF 846.11 FEET, MORE OR LESS, TO A POINT 450.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK; THENCE N. 7°47' W., PARALLEL WITH SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 2375.00 FEET; THENCE S. 86°26'46" E. A DISTANCE OF 700.00 FEET; THENCE N. 3°33'14" E. A DISTANCE OF 440.00 FEET; THENCE N. 86°26'46" W. A DISTANCE OF 500.00 FEET; THENCE N. 46°13'44" W. A DISTANCE OF 410.00 FEET; THENCE N. 7°47' W.. PARALLEL WITH AND 450.00 FEET

DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 1030.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT: $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$

ALSO EXCEPT: ALL THAT PORTION OF THE NORTH 660 FEET OF THE $NW\frac{1}{4}SE\frac{1}{4}$ WHICH LIES WITHIN THE ABOVE DESCRIBED PROPERTY. TOGETHER WITH A 30 FOOT EASEMENT ALONG THE EAST SIDE OF THE ABOVE DESCRIBED PROPERTY.

ALSO EXCEPT: ALL THAT PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH LIES SOUTH OF THE DUBOIS-KILGORE ROAD ALONG THE SOUTH SECTION LINE OF SECTION 21.

ALSO EXCEPT: DUBOIS-KILGORE ROAD ALONG THE SOUTH SIDE OF SAID SECTION 21.

TRACT 2:

TOWNSHIP 10 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO

SECTION 21: BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 21 WITH A LINE 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MONTANA SUBDIVISION OF THE UNION PACIFIC RAILROAD COMPANY, AS NOW CONSTRUCTED AND OPERATED; THENCE S. $89^{\circ}36'02''$ E. ALONG SAID EAST-WEST LINE CENTERLINE, A DISTANCE OF 353.60 FEET TO THE CENTER OF SAID SECTION 21; THENCE S. $7^{\circ}47'$ E., PARALLEL WITH AND 450.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 1030.00 FEET; THENCE S. $46^{\circ}13'44''$ E. A DISTANCE OF 410.00 FEET; THENCE S. $86^{\circ}26'46''$ E. A DISTANCE OF 500.00 FEET; THENCE S. $3^{\circ}33'14''$ W. A DISTANCE OF 440.00 FEET; THENCE N. $86^{\circ}26'46''$ W. A DISTANCE OF 700.00 FEET; THENCE S. $7^{\circ}47'$ E., PARALLEL WITH SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 2375.00 FEET TO THE SOUTH LINE OF THE $NW\frac{1}{4}NE\frac{1}{4}$ OF SAID SECTION 28; THENCE N. $89^{\circ}19'$ W. ALONG THE SOUTH LINE OF SAID $NW\frac{1}{4}NE\frac{1}{4}$ OF SECTION 28, A DISTANCE OF 325.89 FEET, MORE OR LESS, TO A POINT 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK; THENCE N. $7^{\circ}47'$ W., PARALLEL WITH AND 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 4,120.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT: ALL THAT PORTION OF THE NORTH 660 FEET OF THE $NE\frac{1}{4}SW\frac{1}{4}$ AND THE $NW\frac{1}{4}SE\frac{1}{4}$ WHICH LIES WITHIN THE ABOVE DESCRIBED PROPERTY.

ALSO EXCEPT: ALL THAT PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH LIES SOUTH OF THE DUBOIS-KILGORE ROAD ALONG THE SOUTH SECTION LINE OF SECTION 21.

ALSO EXCEPT: DUBOIS-KILGORE ROAD ALONG THE SOUTH SIDE OF SAID SECTION 21.

TRACT 3:

TOWNSHIP 10 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO

SECTION 21: ALL THAT PORTION OF THE NORTH 660 FEET OF THE $NW\frac{1}{4}SE\frac{1}{4}$ WHICH LIES WITHIN THE FOLLOWING DESCRIBED PROPERTY. COMMENCING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 21 WITH A LINE 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MONTANA SUBDIVISION OF THE UNION PACIFIC RAILROAD COMPANY, AS NOW CONSTRUCTED AND OPERATED; THENCE S. $89^{\circ}36'02''$ E. ALONG SAID EAST-WEST LINE CENTERLINE, A DISTANCE OF 353.60 FEET TO THE CENTER OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING; THENCE N. $00^{\circ}38'22''$ W. ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 21, A DISTANCE OF 1375.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ OF SAID SECTION 21; THENCE S. $89^{\circ}39'16''$ E. ALONG SAID NORTH LINE A DISTANCE OF 685.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ OF SAID SECTION 21; THENCE S. $00^{\circ}38'22''$ E. ALONG THE EAST LINE OF SAID $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ A DISTANCE OF 1375.64 FEET, MORE OR LESS, TO THE

EAST-WEST CENTERLINE OF SAID SECTION 21; THENCE S. 89°36'02" E. ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 680.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SAID SECTION 21; THENCE S. 00°09'35" E. ALONG THE EAST LINE OF THE W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SAID SECTION 21, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 4084.60 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 28; THENCE N. 89°19' W. ALONG THE SOUTH LINE OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 28, A DISTANCE OF 846.11 FEET, MORE OR LESS, TO A POINT 450.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK; THENCE N. 7°47' W., PARALLEL WITH SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 2375.00 FEET; THENCE S. 86°26'46" E. A DISTANCE OF 700.00 FEET; THENCE N. 3°33'14" E. A DISTANCE OF 440.00 FEET; THENCE N. 86°26'46" W. A DISTANCE OF 500.00 FEET; THENCE N. 46°13'44" W. A DISTANCE OF 410.00 FEET; THENCE N. 7°47' W., PARALLEL WITH AND 450.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 1030.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TRACT 4:

TOWNSHIP 10 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO

SECTION 21: ALL THAT PORTION OF THE NORTH 660 FEET OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ WHICH LIES WITHIN THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 21 WITH A LINE 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MONTANA SUBDIVISION OF THE UNION PACIFIC RAILROAD COMPANY, AS NOW CONSTRUCTED AND OPERATED; THENCE S. 89°36'02" E. ALONG SAID EAST-WEST LINE CENTERLINE, A DISTANCE OF 353.60 FEET TO THE CENTER OF SAID SECTION 21; THENCE S. 7°47' E., PARALLEL WITH AND 450.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 1030.00 FEET; THENCE S. 46°13'44" E. A DISTANCE OF 410.00 FEET; THENCE S. 86°26'46" E. A DISTANCE OF 500.00 FEET; THENCE S. 3°33'14" W. A DISTANCE OF 440.00 FEET; THENCE N. 86°26'46" W. A DISTANCE OF 700.00 FEET; THENCE S. 7°47' E., PARALLEL WITH SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 2375.00 FEET TO THE SOUTH LINE OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 28; THENCE N. 89°19' W. ALONG THE SOUTH LINE OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 28, A DISTANCE OF 325.89 FEET, MORE OR LESS, TO A POINT 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK; THENCE N. 7°47' W., PARALLEL WITH AND 100.00 FEET DISTANT EASTERLY, MEASURED NORMALLY, FROM SAID CENTERLINE OF MAIN TRACK, A DISTANCE OF 4,120.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 8: (WOODFIELD)

TOWNSHIP 9 NORTH, RANGE 35 E.B.M., CLARK COUNTY, IDAHO

SECTION 4: ALL.

SECTION 5: E $\frac{1}{2}$

SECTION 9: ALL.

EXCEPTING THEREFROM: PART OF THE S $\frac{1}{2}$ OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 35, EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS NORTH 2381.58 FEET ALONG THE SECTION LINE AND EAST 2569.76 FEET

FROM THE SOUTHWEST CORNER OF SAID SECTION 9, AND RUNNING THENCE S. 86°30'09" E. 375.00 FEET; THENCE S. 3°29'51" W. 145.00 FEET; THENCE N. 86°30'09" W. 375.00 FEET; THENCE N. 3°29'51" E. 145.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PART OF THE S½ OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 35, EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS NORTH 2381.58 FEET ALONG THE SECTION LINE AND EAST 2569.76 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 9, AND RUNNING THENCE N. 3°29'51" E. 97.53 FEET; THENCE S. 86°30'09" E. 375.00 FEET; THENCE S. 3°29'51" W. 97.53 FEET; THENCE N. 86°30'09" W. 375.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED PROPERTY.

TOWNSHIP 10 NORTH, RANGE 35 E.B.M., CLARK COUNTY, IDAHO

SECTION 29: S½SE¼

SECTION 32: E½

SECTION 33: W½SW¼

PARCEL 9:

PART OF SECTIONS 18 AND 19, TOWNSHIP 9 NORTH, RANGE 36 E.B.M., AND PART OF SECTIONS 10, 13, 14, 15 AND 24, TOWNSHIP 9 NORTH, RANGE 35 E.B.M., CLARK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER OF SAID SECTION 10 AND RUNNING THENCE S. 89°36'00" E. 2,637.69 FEET ALONG THE EAST-WEST CENTER LINE TO THE E¼ CORNER OF SAID SECTION 10; THENCE S. 00°19'55" W. 2,639.99 FEET ALONG THE SECTION LINE TO THE SE CORNER OF SAID SECTION 10; THENCE S. 89°27'30" E. 2,647.59 FEET ALONG THE SECTION LINE OF SAID SECTION 11; THENCE S. 89°27'30" E. 2,647.59 FEET ALONG THE SECTION LINE TO THE SE CORNER OF SAID SECTION 11; THENCE S. 89°34'30" E. 2,637.03 FEET ALONG THE SECTION LINE TO THE N¼ CORNER OF SAID SECTION 13; THENCE S. 00°19'42" W. 2,640.00 FEET ALONG THE NORTH-SOUTH CENTER LINE TO THE CENTER OF SAID SECTION 13; THENCE S. 89°34'30" E. 2,126.74 FEET ALONG THE EAST-WEST CENTER LINE OF SAID SECTION 13; THENCE S. 52°25'21" E. 1,693.00 FEET; THENCE S. 06°33'19" E. 1,646.51 FEET; THENCE S. 88°44'52" E. 1,782.07 FEET; THENCE S. 88°12'11" E. 685.82 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. 10°47'20" W. A RADIAL DISTANCE OF 617.71 FEET WHOSE CHORD BEARING IS S. 50°53'42" E. WITH A CHORD DISTANCE OF 586.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 56°37'57" A DISTANCE OF 610.56 FEET; THENCE S. 31°31'32" E. 444.27 FEET; THENCE S. 29°38'34" E. 929.55 FEET; THENCE S. 30°00'00" W. 1,817.03 FEET; THENCE WEST 1,817.03 FEET; THENCE N. 30°00'00" W. 642.61 FEET TO A POINT ON THE EAST-WEST LINE OF SAID SECTION 19; THENCE N. 89°45'18" W. 1,623.29 FEET ALONG THE EAST-WEST LINE TO THE W¼ CORNER OF SAID SECTION 19; THENCE N. 89°31'35" W. 3,945.40 FEET ALONG THE EAST-WEST CENTER LINE OF SAID SECTION 24 TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 24; THENCE N. 00°17'41" E. 1,324.00 FEET ALONG THE WEST 1/16TH LINE TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 24; THENCE N. 89°33'03" W. 1,315.75 FEET ALONG THE NORTH 1/16TH LINE TO THE NORTH 1/16TH CORNER OF SAID SECTION 24; THENCE N. 00°16'04" E. 1,323.44 FEET

TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N. 89°31'30" W. 2,640.00 FEET ALONG THE SECTION LINE TO THE S¼ CORNER OF SAID SECTION 14; THENCE N. 00°11'59" E. 2,641.56 FEET ALONG THE NORTH-SOUTH CENTER LINE TO THE CENTER OF SAID SECTION 14; THENCE N. 89°29'30" W. 2,643.79 FEET ALONG THE EAST-WEST CENTER LINE TO THE W¼ CORNER OF SAID SECTION 14; THENCE N. 00°07'03" E. 1,321.56 FEET ALONG THE SECTION LINE TO THE NORTH 1/16TH CORNER OF SAID SECTION 15; THENCE N. 89°33'00" W. 2,638.68 FEET ALONG THE NORTH SECTION LINE TO THE CENTER NORTH 1/16TH CORNER OF SAID SECTION 15; THENCE N. 00°03'36" E. 1,320.42 FEET ALONG THE NORTH-SOUTH CENTER LINE TO THE S¼ CORNER OF SAID SECTION 10; THENCE N. 00°22'55" E. 2,638.84 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

TOGETHER WITH NONEXCLUSIVE PERPETUAL EASEMENTS, ON, OVER AND ACROSS EXISTING ROADS SITUATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT B OF WARRANTY DEED RECORDED MARCH 20, 2008, AS INSTRUMENT NO. 52373, FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY.

PARCEL 10: (PARCEL 10 - PIVOTS 223,224,230,231,232)

PART OF SECTIONS 19, 20, 29, 30, 31 AND 32, TOWNSHIP 9 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SW CORNER OF SAID SECTION 30, AND RUNNING THENCE N. 00°22'30" E. 3,960.03 FEET ALONG THE SECTION LINE TO THE NORTH 1/16 CORNER OF SAID SECTION 30; THENCE S. 89°53'07" E. 1,051.94 FEET ALONG THE NORTH LINE; THENCE N. 00°23'48" E. 1,315.23 FEET TO A POINT ON THE SECTION LINE BETWEEN SECTIONS 19 AND 30; THENCE N. 02°12'19" E. 705.26 FEET; THENCE N. 32°24'29" E. 1,646.40 FEET; THENCE EAST 1,817.03 FEET; THENCE N. 31°32'14" E. 1,754.75 FEET; THENCE N. 79°41'31" E. 514.88 FEET; THENCE S. 88°10'12" E. 894.49 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. 06°37'43" W. A RADIAL DISTANCE OF 884.89 FEET WHOSE CHORD BEARING IS S. 56°17'49" E. WITH A CHORD DISTANCE OF 805.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 54°08'56" A DISTANCE OF 836.29 FEET; THENCE S. 30°01'28" E. 805.67 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. 62°06'27" W. A RADIAL DISTANCE OF 887.68 FEET WHOSE CHORD BEARING IS S. 16°54'00" E. WITH A CHORD DISTANCE OF 338.53 FEET; THENCE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 21°59'06" A DISTANCE OF 340.61 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°10'26" A DISTANCE OF 560.44 FEET; THENCE S. 29°41'49" W. 443.22 FEET; THENCE S. 27°16'04" W. 587.68 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S. 72°32'26" E. A RADIAL DISTANCE OF 922.70 FEET WHOSE CHORD BEARING IS S. 02°27'16" E. WITH A CHORD DISTANCE OF 628.56 FEET; THENCE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 39°49'41" A DISTANCE OF 641.40 FEET; THENCE S. 41°52'42" E. 179.94 FEET; THENCE S. 32°12'49" E. 463.67 FEET; THENCE S. 30°18'13" E. 368.39 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. 63°18'46" W. A RADIAL DISTANCE OF 774.76 FEET WHOSE CHORD BEARING IS S. 00°41'38" E. WITH A CHORD DISTANCE OF 679.11 FEET; THENCE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 51°59'14" A DISTANCE OF 702.98 FEET; THENCE S. 30°59'58" W. 933.53 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S. 69°31'45" E. A RADIAL DISTANCE OF 1,319.39 FEET WHOSE CHORD BEARING IS S.

00°15'34" W. WITH A CHORD DISTANCE OF 911.66 FEET; THENCE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 40°25'22" A DISTANCE OF 930.84 FEET; THENCE S. 31°40'08" E. 342.79 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. 57°01'50" W. A RADIAL DISTANCE OF 1,636.81 FEET WHOSE CHORD BEARING IS S. 08°28'08" E. WITH A CHORD DISTANCE OF 1,357.58 FEET; THENCE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 49°00'04" A DISTANCE OF 1,399.85 FEET; THENCE S. 10°28'18" W. 393.57 FEET; THENCE S. 46°36'14" W. 1,142.44 FEET; THENCE N. 88°03'52" W. 1,653.44 FEET; THENCE N. 32°51'39" W. 705.97 FEET TO A POINT ON THE SECTION LINE BETWEEN SECTIONS 30 AND 31; THENCE N. 89°53'07" W. 4,244.59 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

ALL OF GOVERNMENT LOTS 2, 3 AND 4 AS WELL AS PART OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, SAID POINT BEING A 5/8" IRON ROD WITH 2" ALUMINUM CAP ALONG SIDE OF AN ORIGINAL MARKED STONE; THENCE N00°27'37"E 3951.81 FEET ALONG THE WEST LINE OF SAID SECTION 30 TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION; THENCE S89°53'48"E 1048.69 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE S00°08'31"E 1317.86 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE S00°07'58"E 1615.51 FEET ALONG THE EAST LINE OF GOVERNMENT LOTS 3 AND 4 TO A POINT THAT IS THE INTERSECTION OF SAID EAST LINE AND AN EXISTING FENCE LINE; THENCE S89°52'39"E 2347.81 FEET ALONG SAID EXISTING FENCE LINE; THENCE S00°07'52"E 485.97 FEET; THENCE N89°52'08"E 294.67 FEET TO THE EAST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 30; THENCE S00°04'00"E 538.70 FEET TO THE SOUTHEAST CORNER OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N89°46'21"W 1320.88 FEET ALONG THE SOUTH LINE TO THE S $\frac{1}{4}$ CORNER OF SAID SECTION 30; THENCE N89°49'32"W 2410.79 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE POINT OF BEGINNING.

PARCEL 10A:

PART OF SECTIONS 19 AND 20, TOWNSHIP 9 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS N. 00°00'17" W. 1,039.72 FEET ALONG THE SECTION LINE FROM THE E $\frac{1}{4}$ CORNER OF SAID SECTION 19 AND RUNNING THENCE S. 88°25'57" W. 303.97 FEET; THENCE N. 29°38'34" W. 929.55 FEET TO A POINT IN THE CENTERLINE OF A FIELD ROAD; THENCE S. 30°18'59" E. 406.20 FEET ALONG SAID CENTERLINE TO THE POINT OF CURVE OF A NON -TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N. 54°22'44" E. A RADIAL DISTANCE OF 1,072.68 FEET WHOSE CHORD BEARING IS S. 60°05'58" E. WITH A CHORD DISTANCE OF 888.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 48°57'23" A DISTANCE OF 916.55 FEET ALONG SAID CENTERLINE; THENCE S. 88°25'57" W. 212.11 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

(SHOP)

PART OF THE S $\frac{1}{2}$ OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 36 E.B.M., CLARK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS N. 89°53'26" W. 1,802.11 FEET ALONG THE SECTION LINE AND S. 00°06'34" W. 4,299.74 FEET FROM THE NE CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 446.10 FEET; THENCE N. 88°24'22" W. 252.77 FEET; THENCE S.

00°16'48" E. 18.21 FEET; THENCE N. 89°33'32" W. 1,080.50 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N. 74°02'20" W. A RADIAL DISTANCE OF 1,647.97 FEET AND WHOSE CHORD BEARING IS N. 04°29'40" W. WITH A CHORD DISTANCE OF 1,151.87 FEET; THENCE NORTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 40°54'41" A DISTANCE OF 1,176.71 FEET; THENCE S. 31°40'08" E. 342.79 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES N. 42°28'39" E. A RADIAL DISTANCE OF 1,794.92 FEET AND WHOSE CHORD BEARING IS S. 59°18'00" E. WITH A CHORD DISTANCE OF 732.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 23°33'18" A DISTANCE OF 737.91 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES N. 20°28'33" E. A RADIAL DISTANCE OF 1,054.26 FEET WHOSE CHORD BEARING IS S. 80°08'29" E. WITH A CHORD DISTANCE OF 388.49 FEET; THENCE EASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 21°14'03" A DISTANCE OF 390.72 FEET TO A POINT OF REVERSE CURVE OF WHICH THE RADIUS POINT LIES S. 10°38'02" E. A RADIAL DISTANCE OF 2,676.16 FEET WHOSE CHORD BEARING IS N. 81°51'36" E. WITH A CHORD DISTANCE OF 232.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 4°59'16" A DISTANCE OF 232.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 30 FOOT WIDE ACCESS EASEMENT LYING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT THAT IS NORTH 995.30 FEET ALONG THE SECTION LINE AND N. 89°05'25" W. 413.20 FEET FROM THE SE CORNER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 36 E.B.M., SAID POINT OF BEGINNING BEING ON THE CENTER LINE OF A NORTH-SOUTH COUNTY ROAD; AND RUNNING THENCE N. 89°05'25" W. 2189.30 FEET.

PARCEL 12: (PIVOTS 155, 156, 163, 164, 167, 168, 169)
TOWNSHIP 9 NORTH, RANGE 34 E.B.M., CLARK COUNTY, IDAHO

SECTION 2: LOTS 1 AND 2; S½NE¼; SE¼

SECTION 11: NE¼

PARCEL 13:
BEGINNING AT A POINT ON THE E¼ CORNER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 36 EAST, BOISE MERIDIAN, CLARK COUNTY, IDAHO AND RUNNING THENCE N89°09'32"W 1335.61 FEET ALONG THE EAST-WEST CENTER LINE OF SECTION 21 TO THE POINT OF BEGINNING; THENCE N00°14'30"W 1333.84 FEET TO THE NE 1/16 CORNER OF SAID SECTION 21; THENCE ALONG THE N 1/16 LINE N89°46'26"W 674.96 FEET; THENCE S00°32'37"E 1326.74 FEET; THENCE ALONG THE EAST-WEST CENTER OF SECTION LINE S89°09'32"E 667.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

New RE Term MCA 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Jefferson County, Idaho

**PARCEL 1: JEFFERSON COUNTY
(PIVOT NOS. 358,359 & 360)**

**TRACT 1:
TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 13: SE $\frac{1}{4}$;
W $\frac{1}{2}$, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE EAST 1,450 FEET;
THENCE NORTH 2,790 FEET; THENCE WEST 100 FEET; THENCE NORTH 575 FEET; THENCE
EAST 100 FEET; THENCE NORTH 1,915 FEET TO THE NORTH LINE OF SECTION 13; THENCE
WEST 1,450.00 FEET ALONG THE NORTH LINE TO THE NORTHWEST CORNER OF SECTION
13; THENCE SOUTH ALONG THE WEST LINE OF SECTION 13, 5,280 FEET TO THE SOUTHWEST
CORNER OF SECTION 13 AND THE POINT OF BEGINNING.**

**TRACT 2:
PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 36 E.B.M.,
JEFFERSON COUNTY, IDAHO, DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE S 89°56'48" E
1355.29 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE
NORTHWESTERLY 424.83 FEET ALONG A CURVE, TO THE RIGHT, CURVE DATA (RADIUS =
2387.61 FEET, DELTA = 10°11'41") CHORD BEARS N 12°46'47" W 424.27 FEET; THENCE N**

00°02'33" W 500.28 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 698.96 FEET ALONG SAID CURVE, TO THE RIGHT, CURVE DATA (RADIUS = 2072.54 FEET, DELTA = 19°19'22"), CHORD BEARS N 16°27'38" E 695.65 FEET; THENCE S 00°17'48" W 1581.29 FEET TO THE SECTION LINE; THENCE N 89°56'48" W 94.71 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

TRACT 3:

PART OF THE WEST ½ OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE S 89°56'48" E 1450.00 FEET ALONG THE SECTION LINE; THENCE N 00°17'48" E 2379.37 FEET TO THE POINT OF BEGINNING; THENCE N 50°06'13" W 181.45 FEET; THENCE N 35°23'19" W 233.46 FEET; THENCE N 23°09'28" W 193.24 FEET TO THE EDGE OF AN EXISTING DRIVEWAY; THENCE ALONG SAID DRIVEWAY EDGE THE FOLLOWING THREE (3) COURSES; 1) N 00°17'13" E 317.25 FEET; 2) N 07°56'22" E 256.13 FEET 3) THENCE N 05°34'30" E 51.90 FEET; THENCE N 31°18'07" E 241.16 FEET; THENCE N 47°15'32" E 259.79 FEET; THENCE S 00°17'48" W 477.93 FEET; THENCE N 89°42'12" W 100.00 FEET; THENCE S 00°17'48" W 579.41 FEET; THENCE S 89°42'12" E 100.00 FEET; THENCE S 00°17'48" W 432.02 FEET TO THE POINT OF BEGINNING

TRACT 4:

TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO

SECTION 24: E½; E½W½;

EXCEPT: BEGINNING AT A POINT THAT IS S. 89°28'35" W. 4034.48 FEET ALONG THE SECTION LINE TO THE SW CORNER OF THE SE¼SW¼ AND N. 0°16'37" E. 30.49 FEET FROM THE SE CORNER OF SAID SECTION 24 AND RUNNING THENCE N. 0°16'37" E. 550.13 FEET ALONG THE WEST LINE OF SAID SE¼SW¼; THENCE N. 89°26'05" E. 580.64 FEET; THENCE S. 0°01'35" E. 550.04 FEET; THENCE S. 89°25'44" W. 583.55 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-3

New RE Term MCA 2019
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Fremont County, Idaho

**PARCEL 2 - FREMONT COUNTY
(PIVOT NOS. 361, 362, 363, 364, 365, 366, 367 & 368)**

TRACT 1:

TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO

SECTION 17: S½.

SECTION 18: S½.

SECTION 19: ALL; (INCLUDES CELLAR NOS 27, 28, 69 & 81 IN THE SW¼SE¼)

**EXCEPT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; AND RUNNING
THENCE EAST 200 FEET ALONG THE SOUTH SECTION LINE; THENCE NORTH 200 FEET;
THENCE WEST 200 FEET; THENCE SOUTH 200 FEET TO THE POINT OF BEGINNING.**

(CELLAR NO. 81)

**ALSO EXCEPT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, FROM
WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS N. 89°56'43" W. 4978.43 FEET,
THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N. 89°56'43" W. 1177.27 FEET
ALONG THE SECTION LINE; THENCE N. 00°03'22" E. 535.01 FEET TO THE POINT OF
BEGINNING; THENCE N. 80°29'19" W. 718.48 FEET PARALLEL WITH THE SOUTHERLY LINE
OF AN EXISTING CELLAR KNOWN AS CELLAR NO. 81; THENCE N. 09°26'00" E. 114.19 FEET
PARALLEL WITH AND 200.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID CELLAR;
THENCE S. 80°29'19" E. 718.48 FEET PARALLEL WITH THE NORTHERLY LINE OF SAID**

CELLAR; THENCE S. 09°26'01" W. 114.19 FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EASTERLY LINE OF SAID CELLAR TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING 25.00 FEET WIDE INGRESS/EGRESS EASEMENT, BEING DESCRIBED AS 12.50 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS N. 89°56'43" W. 4978.43 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N. 89°56'43" W. 1353.07 FEET ALONG THE SECTION LINE; THENCE N. 00°03'17" E. 44.92 FEET TO THE POINT OF BEGINNING, SAID POINT BEING MORE OR LESS THE NORTHERLY RIGHT-OF-WAY OF A COUNTY ROAD; THENCE N. 13°16'09" W. 22.91 FEET; THENCE N. 04°18'39" E. 70.06 FEET; THENCE N. 09°31'12" E. 421.43 FEET TO THE POINT OF TERMINUS.

SECTION 20: ALL. (INCLUDES CELLAR NOS 29 & 30 IN THE SW¹/₄SE¹/₄ & SE¹/₄SW¹/₄)

TRACT 2:
TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO

SECTION 17: S¹/₂SW¹/₄NW¹/₄

SECTION 18: SE¹/₄SE¹/₄NE¹/₄

TRACT 3:

PART OF THE SOUTH ¹/₂ OF THE NW ¹/₄ OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S 00°05'26" W 1983.20 FEET ALONG THE SECTION LINE TO THE NORTH LINE OF THE SOUTH ¹/₂ OF THE SW ¹/₄ OF THE NW ¹/₄ OF SAID SECTION 17; THENCE S 89°58'07" E 103.74 FEET ALONG SAID NORTH LINE TO A POINT ON A CURVE AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY AND SOUTHEASTERLY 2769.12 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA, (RADIUS = 1750.07 FEET, DELTA = 90°39'31") CHORD BEARS S 74°34'11" E 2489.15 FEET TO THE EAST-WEST ¹/₄ SECTION LINE; THENCE N 89°58'15" W 1182.68 FEET ALONG SAID ¹/₄ SECTION LINE TO THE EAST LINE OF SAID SOUTH ¹/₂ OF THE SW ¹/₄ OF THE NW ¹/₄; THENCE N 00°02'05" E 661.01 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTH ¹/₂ OF THE SW ¹/₄ OF THE NW¹/₄; THENCE N 89°58'07" W 1217.15 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 3: (CELLAR NO. 81)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS N. 89°56'43" W. 4978.43 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N. 89°56'43" W. 1177.27 FEET ALONG THE SECTION LINE; THENCE

N. 00°03'22" E. 535.01 FEET TO THE POINT OF BEGINNING; THENCE N. 80°29'19" W. 718.48 FEET PARALLEL WITH THE SOUTHERLY LINE OF AN EXISTING CELLAR KNOWN AS CELLAR NO. 81; THENCE N. 09°26'00" E. 114.19 FEET PARALLEL WITH AND 200.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID CELLAR; THENCE S. 80°29'19" E. 718.48 FEET PARALLEL WITH THE NORTHERLY LINE OF SAID CELLAR; THENCE S. 09°26'01" W. 114.19 FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EASTERLY LINE OF SAID CELLAR TO THE POINT OF BEGINNING.

PARCEL 3A

A 25.00 FEET WIDE INGRESS/EGRESS EASEMENT, BEING DESCRIBED AS 12.50 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS N. 89°56'43" W. 4978.43 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N. 89°56'43" W. 1353.07 FEET ALONG THE SECTION LINE; THENCE N. 00°03'17" E. 44.92 FEET TO THE POINT OF BEGINNING, SAID POINT BEING MORE OR LESS THE NORTHERLY RIGHT-OF-WAY OF A COUNTY ROAD; THENCE N. 13°16'09" W. 22.91 FEET; THENCE N. 04°18'39" E. 70.06 FEET; THENCE N. 09°31'12" E. 421.43 FEET TO THE POINT OF TERMINUS.

EXHIBIT B

New RE Term MCA 2019

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**Additional Property**

associated with Mortgage by Richard Larsen and Peggy Larsen on land located in Clark, Jefferson and Fremont Counties, Idaho;
including but not limited to the following water rights specifically listed or as may be modified and or reissued;

Private Water Rights						
Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use
WEAVER Jefferson	31-7034Y	Blaine, Connie Larsen	Decreed	5/11/1970	Ground	Irrigation
	31-11733	Blaine, Connie Larsen	Decreed	4/23/1983	Ground	Irrigation
	31-11801	Blaine, Connie Larsen	Decreed	4/23/1983	Ground	Irrigation
	31-11803	Blaine, Connie Larsen	Decreed	4/23/1983	Ground	Irrigation
	31-11932	Blaine, Connie Larsen	Decreed	8/12/1981	Ground	Irrigation
	31-11934	Blaine, Connie Larsen	Decreed	8/17/1981	Ground	Irrigation
	31-14479	Blaine Larsen	Active	11/3/1986	Ground	Irrigation
	31-7578	Blaine Larsen Farms INC	Active	6/11/1993	Ground	Irrigation
	31-7302A	Blaine, Connie Larsen	Decreed	8/23/1978	Ground	Irrigation
Fremont	31-7595	Blain Larsen	Active	8/5/1993	Ground	Irrigation
	31-12110	BLF Land LLC	Decreed	18/1973	Ground	Irrigation
	31-12112	BLF Land LLC	Decreed	18/1973	Ground	Irrigation
	31-12058	BLF Land LLC	Decreed	18/1973	Ground	Irrigation
	31-2426E	BLF Land LLC	Decreed	8/11/1986	Ground	Irrigation
	31-12056	BLF Land LLC	Decreed	18/1973	Ground	Irrigation
	31-7593	Blaine Larsen	Decreed	8/5/1993	Ground	Irrigation
	31-11780	BLF Land LLC	Decreed	18/1973	Ground	Irrigation
	31-11782	BLF Land LLC	Decreed	12/22/1978	Ground	Irrigation

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use
Montevideo II	32-2120A	Peggy, Richard Larsen	Decreed	11/5/1985	Ground	Irrigation
	32-2120B	Peggy, Richard Larsen	Decreed	11/5/1985	Ground	Irrigation
	32-7022AF	Peggy, Richard Larsen	Decreed	3/23/1984	Ground	Irrigation
	32-7057E	Peggy, Richard Larsen	Decreed	8/11/1987	Ground	Irrigation
	32-7072B	Peggy, Richard Larsen	Decreed	3/28/1977	Ground	Irrigation
	32-7034E	Peggy, Richard Larsen	Decreed	5/2/1978	Ground	Irrigation
	32-7034E	Peggy, Richard Larsen	License	12/1996	Ground	Irrigation
	32-7022P	Peggy, Richard Larsen	Decreed	3/23/1984	Ground	Irrigation
	32-7022R	Peggy, Richard Larsen	Decreed	3/23/1984	Ground	Irrigation

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use
Montevideo III	32-7058A	Peggy, Richard Larsen	Decreed	6/1/1987	Ground	Irrigation
	32-7092A	Peggy, Richard Larsen	Decreed	5/2/1978	Ground	Irrigation

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use
Woodfield	32-2095B	Peggy, Richard Larsen	Decreed	5/17/1955	Ground	Irrigation
	32-2120C	Peggy, Richard Larsen	Decreed	11/5/1965	Ground	Irrigation
	32-7005B	Peggy, Richard Larsen	Decreed	12/28/1970	Ground	Irrigation
	32-7072A	Peggy, Richard Larsen	Decreed	3/28/1977	Ground	Irrigation
	32-7247	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	32-7018B	Peggy, Richard Larsen	Decreed	9/28/1973	Ground	Irrigation
	32-7022W	Peggy, Richard Larsen	Decreed	3/29/1984	Ground	Irrigation
	32-7059B	Peggy, Richard Larsen	Decreed	6/1/1987	Ground	Irrigation
	32-7032B	Peggy, Richard Larsen	Decreed	5/2/1978	Ground	Irrigation
	32-7095D	Peggy, Richard Larsen	Decreed	5/2/1978	Ground	Irrigation
	32-7248	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	31-7178C	Peggy, Richard Larsen	Decreed	6/6/1975	Ground	Irrigation
	31-7178D	Peggy, Richard Larsen	Decreed	6/6/1975	Ground	Irrigation
	31-7178E	Peggy, Richard Larsen	Decreed	6/6/1975	Ground	Irrigation
	31-7178F	Peggy, Richard Larsen	Decreed	6/6/1975	Ground	Irrigation
	31-7013B	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	31-7013D	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	31-7013F	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	31-7641	Peggy, Richard Larsen	Decreed	8/5/1968	Ground	Irrigation
	31-7642	Peggy, Richard Larsen	Decreed	3/29/1984	Ground	Irrigation
	31-7643	Peggy, Richard Larsen	Decreed	3/29/1984	Ground	Irrigation
	31-7644	Peggy, Richard Larsen	Decreed	3/29/1984	Ground	Irrigation
	31-7645	Peggy, Richard Larsen	Decreed	3/29/1984	Ground	Irrigation

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use
Beaver Creek	31-7034U	Peggy, Richard Larsen	Decreed	5/11/1970	Ground	Irrigation
	31-2335D	Peggy, Richard Larsen	Decreed	10/25/1954	Ground	Irrigation
	31-2365D	Peggy, Richard Larsen	Decreed	4/19/1958	Ground	Irrigation
	31-7034T	Peggy, Richard Larsen	Decreed	5/11/1970	Ground	Irrigation
	31-7293K	Peggy, Richard Larsen	Decreed	2/27/1978	Ground	Irrigation
	31-7052D	Peggy, Richard Larsen	Decreed	7/29/1971	Ground	Irrigation
	31-7052F	Peggy, Richard Larsen	Decreed	7/20/1971	Ground	Irrigation
	31-12325	Peggy, Richard Larsen	Decreed	2/17/1969	Ground	Irrigation
	31-11919	Peggy, Richard Larsen	Decreed	7/29/1971	Ground	Irrigation
	31-11917	Peggy, Richard Larsen	Decreed	7/29/1971	Ground	Irrigation
	31-7052A	Peggy, Richard Larsen	Decreed	7/29/1971	Ground	Irrigation
	31-12413	Peggy, Richard Larsen	Decreed	6/1/1987	Ground	Irrigation
	31-12414	Peggy, Richard Larsen	Decreed	5/2/1978	Ground	Irrigation
	31-12071	Peggy, Richard Larsen	Decreed	2/17/1969	Ground	Irrigation
	31-7052B	Peggy, Richard Larsen	Decreed	7/29/1971	Ground	Irrigation

All Irrigation equipment, of whatever kind, now owned or hereafter acquired.



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

December 10, 2021

RABO AGRIFINANCE LLC
970 PIER VIEW DR STE B
IDAHO FALLS ID 83402-4918

RE: Notice of Security Interest for Water Right/Permit No(s): 31-7034Y, 31-7479, 31-7578, 31-7302A, 31-7595, 31-11799, 31-11801, 31-11803, 31-11932, 31-11934, 31-12110, 31-12112, 31-12058, 31-2426E, 31-12056, 31-7593, 31-11780, 31-11782

Dear Security Interest Holder:

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

Please note water application 31-7593, is still in the name of Blaine Larsen, therefore the security interest could not be added. A proof report is attached for your convenience. Because the department could not add the security interest you are entitled to a \$25.00 refund. The refund has been initiated and will arrive from the state office in a couple of weeks.

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: BLF LAND LLC
BLAINE LARSEN
CONNIE LARSEN
RICHARD LARSEN
RABO AGRIFINANCE
RABO AGRIFINANCE LLC

From: Barg, Jonie
To: "Pond, R (Randi)"
Subject: Security Interest-Richard Larsen
Date: Tuesday, February 18, 2020 1:28:00 PM
Attachments: [Assignment of Application for Permit.pdf](#)
[Larsen Applications.pdf](#)

RE: Security Interest for Water Right No. 31-7034Y, 31-11799, 31-11801, 31-11803, 31-11932, 31*-11934, 31-7479, 31-7578, 31-7302A, 31-7595, 31-12110, 31-12112, 31-12058, 31-2426e, 31-12056, 31-7593, 31-11780, 31-11782

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Security Interest.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Security Interest:** The water rights listed above are in the name of Blaine Larsen, Blaine Larsen Farms or BLF Land and will require an ownership change before Richard and Peggy Larsen can be added as a current owner. For all the water rights except the following we can add the security interest but the current owner cannot be updated until we receive an ownership change. Application numbers 31-7479, 31-7578, 31-7595 and 31-7583 are active applications, therefore they are considered personal property. The current owner of the applications are Blaine Larsen and/or Blaine Larsen Farms. In order for the department to add your security interest to these water rights an ownership change (only if the application number is specifically deeded in the vesting document) or Assignment of Application for Permit must be complete. I have attached the Assignment of Application for Permit for your review. Once this is complete because the numbers are specifically listed whether all or some of the property is covered by the legal description we can add your interest.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. **If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.**

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

SCANNED

FEB 18 2020

Jonie Barg
Technical Records Specialist

Enclosure(s)

Jonie Barg

Jonie Barg
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

Protect your Enthusiasm from the Negativity of others. ~ H Jackson Brown Jr. ~

SCANNED

FEB 18 2020