

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.
27-11911 <i>OK</i>			
35-2177 <i>OK</i>			
<i>NA</i> 35-2380	<i>within Mark & Leonora Hill exception on legal</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

RaboAgrifinance
14767 N Outer Road Suite 400
Chesterfield MO 63017
 Phone 314-317-8000
 Email jene.oneal@raboag.com

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

DC Farms

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

YES NO

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

Ron Alul
Vice President

Title, if applicable

For Office Use Only

Received by *[Signature]* Date 2/5/2021 Receipt No. E046613 Fee \$75.-
 Processed by AJ _____ Date _____ WR _____ Date _____

Request \$25.- Refund

SUPPORT DATA
 27-11911

Instrument # 727327

BINGHAM COUNTY, IDAHO
2021-01-21 03:10:05 PM No. of Pages: 21
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$70.00
Ex-Officio Recorder Deputy GPerschon
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

486735

Space above this line for Recorder's Use

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

Real Estate Term Loan: 10915700
Line of Credit: 22105354 (10915800)

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Agreement") is made as of December 8, 2020 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company (a/k/a DC Farms, LLC and D.C. Farms Limited Liability Company) ("Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Real Estate Term Loan Note dated January 17, 2014 in the original principal amount of \$3,750,000.00, from Borrower to Lender (ii) the Line of Credit Note dated December 20, 2013 in the original principal amount of \$14,750,000.00, from Borrower to Lender (Real Estate Term Loan Note and Line of Credit Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company ("D. C. Farms Limited Liability Company"), GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company ("Golden Sunset Equipment"), RISING RIVER ENTERPRISES, an Idaho general partnership ("Rising River Enterprises"), RJ CATTLE, LLC, an Idaho limited liability company ("RJ Cattle"), L. GARDNER, LLC, an Idaho limited liability company ("L. Gardner, LLC"), GARDNER FARMS, an Idaho general partnership ("Gardner Farms"), D. COOPER, LLC, an Idaho limited liability company ("D. Cooper, LLC"), DBC RISING RIVER, LLC, an Idaho limited liability company ("DBC Rising River, LLC"), JSC RISING RIVER, LLC, an Idaho limited liability company ("JSC Rising River, LLC"), D. CASE, LLC, an Idaho limited liability company ("D. Case, LLC"), DJC RISING RIVER, LLC, an Idaho limited liability company ("DJC Rising River, LLC"), RMC RISING RIVER, LLC, an Idaho limited liability company ("RMC Rising River"), DAVID BRENT COOPER ("David Cooper"), JAMIE SUE COOPER ("Jamie Cooper"), DOUGLAS JASON CASE ("Douglas Case") and ROBYN MICHELLE CASE ("Robyn Case") (individually and collectively, "Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated January 17, 2014 executed by Grantor to Lender and recorded February 4, 2014 as Instrument No. 656196 in the records of Bingham County, Idaho; and

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

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

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

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

GRANTOR

D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company (a/k/a DC Farms, LLC and D.C. Farms Limited Liability Company)

By: 

DAVID COOPER
Manager

By: 

DOUG CASE
Manager

CONSENTED TO BY BORROWER

D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company (a/k/a DC Farms, LLC and D.C. Farms Limited Liability Company)

By: 

DAVID COOPER
Manager

By: 

DOUG CASE
Manager

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company

By: 

DAVID B. COOPER
Member

By: 

DOUGLAS J. CASE
Member

RISING RIVER ENTERPRISES, an Idaho general partnership

By: DJC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 

DOUGLAS J. CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

By: DBC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 
DAVID B. COOPER
Member

By: RMC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 
ROBYN M. CASE
Member

By: JSC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 
JAMIE S. COOPER
Member

RJ CATTLE, LLC, an Idaho limited liability company

By: DBC RISING RIVER, LLC, an Idaho limited liability company,
as Managing Member

By: 
DAVID B. COOPER
Managing Member

By: DJC RISING RIVER, LLC, an Idaho limited liability company,
as Managing Member

By: 
DOUGLAS J. CASE
Managing Member

L. GARDNER, LLC, an Idaho limited liability company

By: 
LANCE I. GARDNER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

Address for Notices:
578 North 100 West
Blackfoot, ID 83221


GARDNER FARMS, an Idaho general partnership

By: L. GARDNER, LLC, an Idaho limited liability company,
as Managing Partner

By: 
LANCE I. GARDNER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

D. COOPER, LLC, an Idaho limited liability company

By: 
DAVID COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

DBC RISING RIVER, LLC, an Idaho limited liability company

By: 
DAVID B. COOPER
Member


Address for Notices:
578 North 100 West
Blackfoot, ID 83221

JSC RISING RIVER, LLC, an Idaho limited liability company

By: 
JAMIE S. COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

D. CASE, LLC, an Idaho limited liability company

By: 
DOUG CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

DJC RISING RIVER, LLC, an Idaho limited liability company

By: 
DOUGLAS J. CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

RMC RISING RIVER, LLC, an Idaho limited liability company

By: 
ROBYN M. CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



DAVID BRENT COOPER (a/k/a David B. Cooper and David Cooper)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



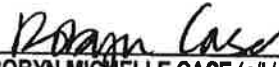
JAMIE SUE COOPER (a/k/a Jamie S. Cooper and Jamie Cooper)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



DOUGLAS JASON CASE (a/k/a Douglas J. Case, Douglas Case,
Doug Case and Doug J. Case)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



ROBYN MICHELLE CASE (a/k/a Robyn M. Case and Robyn Case)

STATE OF IDAHO

COUNTY OF Paraham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID COOPER, known or identified to me (or proved to me on the oath of _____), to be the Manager of D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUG CASE, known or identified to me (or proved to me on the oath of _____), to be the Manager of D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



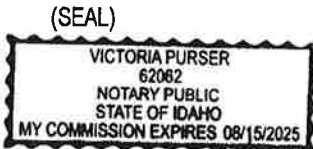
Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

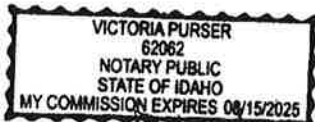
STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of DJC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of DBC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)




Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN M. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of RMC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL) 
My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS


On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE S. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of JSC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL) 
My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of DBC RISING RIVER, LLC, an Idaho limited liability company, as Managing Member of RJ CATTLE, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL) 
My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of DJC RISING RIVER, LLC, an Idaho limited liability company, as Managing Member of RJ CATTLE, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

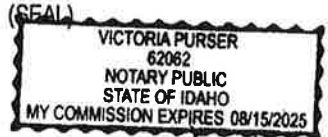


Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared LANCE I. GARDNER, known or identified to me (or proved to me on the oath of _____), to be the Member of L. GARDNER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

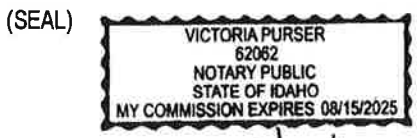


Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared LANCE I. GARDNER, known or identified to me (or proved to me on the oath of _____), to be the Member of L. GARDNER, LLC, an Idaho limited liability company, as Managing Partner of GARDNER FARMS, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

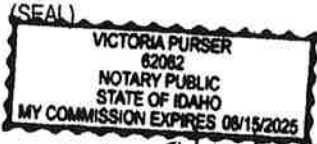


Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of D. COOPER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of DBC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE S. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of JSC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser Notary Public, personally appeared DOUG CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of D. CASE, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

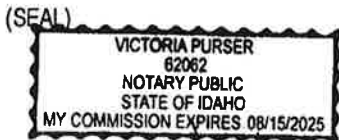


My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of DJC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO)
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN M. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of RMC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID BRENT COOPER known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE SUE COOPER known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

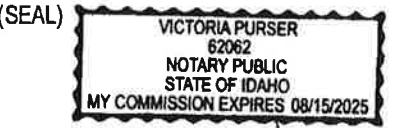


My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO
COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS JASON CASE known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham } SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN MICHELLE CASE known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)

Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

EXHIBIT A

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION:

PARCEL 1:

Township 1 North, Range 36 E.B.M., Bingham County, Idaho

Section 31: E $\frac{1}{2}$ E $\frac{1}{2}$

EXCEPT: Part of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31, Township 1 North, Range 36 East, B.M., Bingham County, Idaho described as: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 746.64 feet along the section line to the point of beginning; thence N 89°59'20" W 564.64 feet to the Southwest corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 31; thence N 0°03'24" W 3177.18 feet along the West line of the E $\frac{1}{2}$ E $\frac{1}{2}$; thence S 89°52'36" E 1209.29 feet; thence S 00°02'02" W 219.98 feet; thence S 82°50'06" W 515.74 feet; thence N 89°52'36" W 128.01 feet; thence S 0°01'58" W 2890.66 feet to the point of beginning.

Section 32: Lot 4; W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 5: Lots 1 and 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (The latter two halves being formed by drawing a line diagonally from the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SW corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section.)

PARCEL 2:

A 50 foot Access Easement located in Section 5, Township 1 South, Range 36 East, B.M., Bingham County, Idaho described as being 25 feet both sides of the following described centerline: Commencing at the Southeast corner of Section 31; thence N 89°59'20" W 123.19 feet along the section line thence S 0°00'40" W 3612.94 feet to the north line of a county road and the point of beginning; thence following an existing field road the following twenty-four (24) courses,

thence (1) N 17°46'25" E 134.35 feet; thence (2) N 02°00'52" W 160.41 feet; thence (3) N 0°17'00" E 54.22 feet; thence (4) N 06°32'02" E 232.25 feet; thence (5) N 03°51'37" E 119.45 feet; thence (6) N 12°49'44" E 128.72 feet; thence (7) N 10°24'26" W 163.83 feet; thence (8) N 16°44'18" W 297.83 feet; thence (9) N 70°31'35" W 270.55 feet; thence (10) N 35°08'56" W 99.99 feet; thence (11) N 21°41'52" W 186.29 feet; thence (12) N 68°28'02" W 166.54 feet; thence (13) N 06°55'00" W 78.45 feet; thence (14) N 21°58'38" E 213.56 feet; thence (15) N 34°27'24" E 466.43 feet; thence (16) N 28°46'08" E 264.84 feet; thence (17) N 67°15'39" E 227.99 feet; thence (18) N 01°24'10" W 102.05 feet; thence (19) N 44°56'33" W 464.33 feet; thence (20) N 00°02'53" E 196.14 feet; thence (21) N 17°55'16" E 132.59 feet; thence (22) N 06°20'53" W 90.79 feet; thence (23) N 12°23'41" W 115.12 feet; thence (24) N 20°27'50" W 6.54 feet to the South line of Section 31 and the point of terminus of said centerline.

PARCEL 3:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; Lot 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ that lies S. and E. of a diagonal straight line drawn from the NE corner to the SW corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ that lies S. and E. of the diagonal straight line drawn from the NE corner to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 4:

Beginning at the Northeast Corner of Section 20, Township 2 South, Range 36 East, Boise Meridian and running thence West 1317.5 feet; thence South 2645 feet; thence East 1287 feet; thence in a Northerly direction along the West line of a County Road right-of-way approximately 2648 feet to the Point of Beginning, in Bingham County, Idaho.

PARCEL 5:

A twenty foot (20) wide easement ten (10) feet each side of the following described center line in Sections 20 and 21, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point that is N. 00°14'46" E. 1332.19 feet along the Section line and S. 87°24'31" E. 50.40 feet to the TRUE POINT OF BEGINNING, all from the West Quarter corner of said Section 21, said Quarter corner is common with the East Quarter corner of said Section 20, and running thence along said center line N. 87°24'31" W. 5.75 feet to the center point of an irrigation motor; thence continuing N. 87°24'31" W. 68.25 feet to a point that is

5.0 feet Westerly of the center line of an irrigation main line that bears Northerly and Southerly to the terminus of said easement.

PARCEL 6:

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 35: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Also, All that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal, EXCEPT That portion deeded to Bingham County for public road as disclosed by instrument recorded Book 20, page 341, further described as: The E. 25 feet of the S. 60 rods of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,

ALSO EXCEPT: Part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows: Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N.66°18'51" W. 392.13 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement over and across the excepted tract described immediately above for ingress to and egress from a pump and appurtenances and the land lying generally south of the said excepted tract described as follows:

A 30 foot wide easement for men, machinery and equipment, beginning on the N. at the County road and continuing Southwesterly along the W. boundary tract described immediately above to the S. boundary of said excepted tract.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 35: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Irrigation Canal,

EXCEPT: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the Idaho Canal, described as follows: Beginning at a point in an existing East-West fence line, that is N. 0°20'25" W. 1373.94 feet

along the Section line, and S. 89°56'13" E. 354.51 feet from the SW corner of said Section 35, and running thence S. 89°56'13" E. 474.88 feet along said fence line, thence N. 0°20'25" W. 1192.26 feet to the Southeasterly bank of the Idaho Canal, thence along the meanderings of said Bank the following six courses; (1) S. 64°52'36" W. 218.50 feet, thence (2) S. 34°03'06" W. 339.48 feet, thence (3) S. 34°11'11" W. 174.19 feet, thence (4) S. 0°24'55" W. 94.51 feet, thence (5) S. 36°42'21" E. 303.18 feet, thence (6) S. 30°17'45" W. 322.85 feet, thence S. 0°20'25" E. 57.26 feet to the point of beginning.

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 36: That portion of the NW¼SW¼ and the SW¼NW¼ lying West of the County Road.

PARCEL 6A: An access easement for ingress and egress and regress over and across the following described property:

Beginning at the Southwest corner of the NW¼SW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, that is N. 00°20.25" W. 1327.45 feet along the Section line from the Southwest corner of said Section 35, and running thence N. 00°20'25" W. 103.03 feet along the section line to the North line of the property as described in Instrument No. 429311; thence N. 89°46'47" E. 200.00 feet along said north line; thence S. 00°20'25" E. 26.76 feet; thence N. 89°50'33" E. 154.36 feet; thence S. 89°56'05" E. 474.88 feet to the east line of the property as described in Instrument No. 316716; thence S. 00°20'17" E. 30.00 feet along said east line to the east line of the property as described in Instrument No. 429311; thence S. 00°31'18" E. 20.00 feet along said east line; thence S. 89°36'52" W. 196.92 feet; thence S. 88°33'31" W. 218.61 feet; thence S. 00°04'51" W. 20.68 feet to the South line of the NW¼SW¼ of said Section 35; thence N. 89°55'09" W. 413.66 feet along said south line to the point of beginning.

EXCEPTING FROM Parcel 6 the following two tracts:

Tract 1: A portion of the NW¼SW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, lying East of the Idaho Canal, described as follows: Beginning at a point that is N. 0°20'25" W. 1327.10 feet along the Section line, from the SW corner of Section 35, Township 1 South, Range 37 E.B.M.; and running thence N. 0°20'25" W. 103.38 feet to the South Bank of the Idaho Canal; thence N. 89°56'47" E. 354.51 feet along said South bank; thence S. 0°20'25" E. 57.26 feet; thence S. 89°56'13" E. 474.88 feet; thence S. 0°20'25" E. 47 feet to the South line of the N½SW¼; thence N. 89°54'29" W. along said South line 829.39 feet more or less to the point of beginning.

Tract 2: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 and part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 00°15'13" W. 1322.74 feet along the section line to the NE corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35 from the SE corner of said Section 35; and running thence N. 89°54'29" W. 2637.71 feet to the NW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°54'29" W. 1314.18 feet along the South line of said N $\frac{1}{2}$ S $\frac{1}{2}$; thence N. 00°00'00" W. 48.95 feet to a fence corner; thence along a fence line the following two courses: (1) N. 89°47'01" E. 1337.45 feet; (2) thence N. 89°35'46" E. 2614.17 feet to the East line of Section 35; thence N. 89°54'35" E. 147.57 feet to the centerline of a county road; thence S. 00°07'31" E. 79.24 feet along said centerline; thence N. 89°54'29" W. 147.39 feet to the point of beginning.

PARCEL 7:

That portion of the NW $\frac{1}{4}$ of Section 22, Township 1 South, Range, 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is 500 feet East of the Northwest corner of said section, thence continuing East parallel to the North Section line 1247 feet to the West Bank of the Munson Lateral Canal; thence South along the West Bank of said canal 2640 feet; thence West 1747 feet to the West Section line; thence North along the West Section line 2424 feet; thence 500 feet East; thence 216 feet North to the point of beginning.

PARCEL 8

**Township 1 South, Range 35 E.B.M., Bingham County, Idaho
Section 25: E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$**

**Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 30: Lots 1, 2, and 3; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$, and Beginning at the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, thence East 80 rods, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 595 feet; thence Northwesterly in a direct line 1448 feet, more or less, to the place to beginning.**

PARCEL 9:

Part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, described as follows:

Beginning at a point on the E. side of the Idaho Canal that is S. 0°20'25" E. 1842.02 feet along the Section line and N. 89°39'35" E. 1710.20 feet from the NW corner of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho, and running thence along said E. side of the Idaho Canal the following fourteen courses: (1) N. 47°22'34" E. 126.93 feet; thence (2) N. 55°01'12" E. 189.40 feet; thence (3) N. 27°50'20" E. 156.50 feet; thence (4) N. 33°48'11" W. 160.50 feet; thence (5) N. 23°02'24" W. 52.54 feet; thence (6) N. 6°03'35" E. 74.57 feet; (7) N. 85°01'15" W. 48.51 feet; thence (8) N. 30°42'40" E. 165.43 feet; thence (9) N. 52°27'10" E. 100.10 feet; thence (10) N. 81°44'34" E. 50.15 feet; thence (11) S. 53°32'56" E. 67.43 feet; thence (12) S. 64°37'50" E. 68.37 feet; thence (13) N. 71°15'04" E. 109.32 feet; thence (14) N. 58°16'18" E. 227.01 feet; thence N. 74°30'01" E. 98.38 feet to the W. side of Highline Road; thence S. 0°16'49" E. 445.11 feet along said W. side; thence S. 9°42'00" W. 239.83 feet; thence S. 15°12'41" W. 298.84 feet; thence S. 84°37'28" W. 79.75 feet; thence S. 53°17'09" W. 194.84 feet; thence N. 83°15'07" W. 182.20 feet; thence N. 66°18'51" W. 392.13 feet to the Point of Beginning.

EXCEPTING THEREFROM: Part of the E½NW¼ of Section 35, Township 1 South, Range 37 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is S.00°20'25" E. 1525.12 feet along the Section line and N. 89°39'35" E. 2351.68 feet from the NW corner of said Section 35 and running thence N. 81°47'22" E. 164.57 feet; thence N. 36°13'09" E. 155.66 feet; thence S. 09°42'00" W. 239.83 feet; thence S. 15°12'40" W. 298.84 feet; thence S. 84°37'27" W. 79.75 feet; thence S. 53°17'08" W. 127.90 feet; thence N. 05°42'04" E. 461.91 feet to the point of beginning.

PARCEL 10:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 4: Lot 3

PARCEL 11:

Township 1 South, Range 37 E. B. M., Bingham County, Idaho
Section 35: The E. 25 feet of the S. 60 rods of the SE¼NW¼

EXHIBIT B

D.C. Farms Non RE LOC 2013
MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

Associated with mortgage by D.C. Farms Limited Liability Company on land located in Bingham County, Idaho

(list specific additional Property, if any)

Certificates numbered NA representing NA shares of the capital stock of NA and the water rights represented thereby.

All water rights represented by Permit or License No. 35-14407, 35-14408, 27-11911, 35-2177, 35-2380 issued by the Idaho Department of Water Resources.

All water rights represented by Claim No. NA filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. NA.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 08, 2021

RABO AGRIFINANCE LLC
14767 N OUTER 40 RD STE 400
CHESTERFIELD MO 63017

RE: Notice of Security Interest for Water Right/Permit No(s): 27-11911, 35-2177 & 35-2380

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 the department could not add the security interest to water right 35-2380. According to the information on file with the department that water right is owned by Leonora Hill. Also the place of use of that water right is an exception on the legal description for the mortgage recorded under instrument number 727327 provided with your application. Because the security interest cannot be added you will be entitled to a \$25.00, which will arrive from the state office in a couple 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: DC FARMS LLC
IDAHO AGCREDIT PCA

From: Barg, Jonie
To: [IdwrPayable](#)
Subject: Refund Request
Date: Tuesday, February 09, 2021 11:00:00 AM
Attachments: [Receipt.PDF](#)

Good morning!!

I have a refund request as follows:

Receipt number: E046613
Amount: \$25.00
Payable to: Rabo Agrifinance
14767 N Outer Rd Ste 400
Chesterfield MO 63017

Other information that may help the bank link the refund to their file/maybe could be included in comments on the check:

Owner DC Farms, Real Estate Term Loan: 10915700 Line of Credit: 22105354 (10915800)

Reason: Security Interest received for 3 water rights, could not verify an interest in 1 of the water rights listed. Security interest could not be added, therefore they are entitled to a partial refund.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
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fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov