

RECEIVED

JAN 28 2021

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
34-2374A <i>OK</i>	34-689A <i>OK</i>	34-10736 <i>OK</i>	
34-10740 <i>OK</i>	34-688A <i>OK</i>		
34-10742 <i>OK</i>	34-181 <i>OK</i>		
34-14587 <i>OK</i>	34-10737 <i>OK</i>		
34-2394 <i>OK</i>	34-2442 <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

UNITED STATES OF AMERICA ACTING THROUGH

FARM SERVICE AGENCY

725 JENSEN GROVE DRIVE, SUITE #2

BLACKFOOT, ID 83221

Phone 208-785-2090

Email DUSTIN.CARTER@USDA.GOV

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

CHRISTOPHER AND STACEY SCHMIDT

5. Expiration Date of Notification Period

01/01/2051

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

[Signature]
FARM LOAN MANAGER**For Office Use Only**Received by *[Signature]*Date 1/28/2021Receipt No. E046594Fee \$275 -

Processed by AJ

Date

WR

Date

SUPPORT DATA

IN FILE # 34-181

BUTTE COUNTY

Recorded for:

TitleOne - Twin Falls
12:53:35 PM 01-19-2021**0000-059012**

No. Pages: 22 Fee: \$45.00

SHELLY SHAFFER

County Clerk

Deputy: KG

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

522275

#20390365

THIS MORTGAGE IS JUNIOR AND SUBORDINATE TO ONLY THOSE MORTGAGES EXECUTED BY CHRISTOPHER LEON SCHMIDT AND STACEY CLARICE SCHMIDT AND DELIVERED TO IDAHO AGCREDIT, FLCA, DATED 1/12/20 and 11/6/20 AND RECORDED AS INSTRUMENT NO. 0000059006, 0000059007, 0000059008, 0000059009, 0000059010, 0000059011 IN BUTTE COUNTY AND INSTRUMENT NO. 0000059011 IN CUSTER COUNTY.

THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING

FSA-2029 ID

(05-04-18)

Position 5

Form Approved - OMB No. 0560-0237

(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on JANUARY 15, 20 21. The mortgagor is CHRISTOPHER LEON SCHMIDT AND STACEY CLARICE SCHMIDT, HUSBAND AND WIFE ("Borrower") whose mailing address is P.O. BOX 805 GENTRY, AR 72734. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 725 JENSEN GROVE DRIVE, SUITE #2, BLACKFOOT, ID 83221

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

Date of Instrument
1/15/2021

Principal Amount
\$600,000.00

Annual Rate
of Interest
2.375%

Due Date of Final
Installment
01/01/2051

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Idaho, County or Counties of BUTTE AND CUSTER

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

Initial CS date 1/15/2021

CHALLIS, CUSTER, IDAHO
01-19-2021 09:15:55 No. of Pages: 22
Recorded for: TITLEONE - TWIN FALLS
Lura H. Baker Fee: \$45.00
Ex-Officio Recorder Deputy: KW

THIS MORTGAGE IS JUNIOR AND SUBORDINATE TO ONLY THOSE MORTGAGES EXECUTED BY CHRISTOPHER LEON SCHMIDT AND STACEY CLARICE SCHMIDT AND DELIVERED TO IDAHO AGCREDIT, FLCA, DATED 1/12/20 and 11/6/20, AND RECORDED AS INSTRUMENT NO. _____, IN BUTTE COUNTY AND INSTRUMENT NO. 259687_____, 259688_____, 259689_____, 259690_____, 259691_____ IN CUSTER COUNTY.

259692

THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING

FSA-2029 ID
(05-04-18)

Position 5

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Farm Service Agency

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See attached Exhibit A for legal description.

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Initial CS date 1/15/2021

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522275
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Position 5 Form Approved – OMB No. 0560-0237
(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)
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Farm Service Agency

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income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the rights, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

Initial CS date 1/15/2021

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

Initial CS date 1/15/2021

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetency; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **Assignment of lease and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

29. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purpose price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

Initial CS date 1/15/2021

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

Christopher Leon Schmidt (SEAL)
CHRISTOPHER LEON SCHMIDT

(SEAL)

Stacey Clarice Schmidt (SEAL)
STACEY CLARICE SCHMIDT

(SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO

COUNTY OF

Bonneville

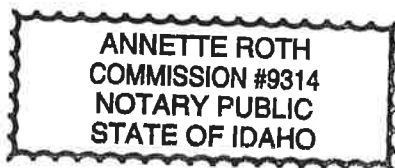
}

ss. (Individual)

On this 15 day of January, before me personally appeared Stacey Clarice Schmidt and Christopher Leon Schmidt, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

8-4-2023



Annette Roth

NOTARY PUBLIC

Notes: Page 6 of 7, and page 7 of 7 apply to entities and will not be recorded for individuals.

Page 7 of 7 contains the privacy act paperwork reduction act and USDA nondiscrimination statements and will not be recorded.

Initial CS date 1/15/2021

STATE OF IDAHO

}

ss. (Corporation)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, President and _____ Secretary of _____, a _____ corporation, on behalf of the corporation.

My commission expires: _____

NOTARY PUBLIC

STATE OF IDAHO

}

ss. (Partnership)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Partners, on behalf of the _____, a _____ partnership.

My commission expires: _____

NOTARY PUBLIC

Initial CS 10 date 1/15/2021

STATE OF IDAHO

COUNTY OF _____

} ss. (Limited Liability Company)

On this _____ day of _____, in the year of 20 _____, personally appeared before me, _____, known or identified to me to be the manager or a member of the limited liability company that executed the 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.

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 764, 7 CFR Part 765, 7 CFR Part 766, the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to establish the borrower's agreement to the terms and conditions for obtaining the requested FSA Farm Loan Programs benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the requested FSA Farm Loan Programs benefits.

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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

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

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

Initial CS Date 1/15/2021

Butte County Property:

PARCEL NO. 1:

TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BUTTE COUNTY, IDAHO

Section 2: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Portions of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and East of Pass Creek and designated as Tax #309 and Tax #310.

PARCEL NO. 2:

TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BUTTE COUNTY AND CUSTER COUNTY, IDAHO

Section 12: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and a Portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ being a triangular shaped parcel of land described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, which shall be the Point of Beginning;

Thence North along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 250 feet, more or less to an existing fence corner;

Thence in a Southeasterly direction, along said fence line, a distance of 1345 feet, more or less, to the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence West, along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 1320 feet, more or less, to the Point of Beginning.

EASEMENT NO. 1:

TOGETHER WITH an existing well site, irrigation pump and Easement for access to wellsite described as follows:

Beginning at a point 486 feet South and 25 feet East of the Northwest corner of said Section 12;

Thence East 1 rod;

Thence South 1 rod;

Thence West 1 rod;

Thence North 1 rod to the Point of Beginning.

SAVE AND EXCEPT a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12, Township 6 North, Range 25 EBM; said point lies on the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12;

Thence North 1°35'02" West, 414.92 feet along a fence to a point;

Thence North 89°26'52" East, 420.0 feet to a point;

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Exhibit A (continued)

Thence South $1^{\circ}35'02''$ East, 414.92 feet to a point lying on the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12;
Thence South $89^{\circ}26'52''$ West, 420.0 feet along said line to the Point of Beginning.

ALSO EXCEPTING all property lying South and West of Pass Creek and being in Custer County.

PARCEL NO. 3:

TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BUTTE COUNTY AND CUSTER COUNTY, IDAHO

Section 12: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and a triangular shaped parcel of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, which shall be the Point of Beginning;

Thence North 250 feet, more or less, to an existing fence line;

Thence Southwesterly, along said fence line, 1345 feet, more or less, to the Southwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence East along the South boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1320 feet, more or less, to the Point of Beginning.

EXCEPTING all property lying South and West of Pass Creek and being in Custer County.

Custer County Property:

Tract 1:

That portion of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 2, Township 6 North, Range 25 East, Boise Meridian, lying West and South of Pass Creek in Custer County, State of Idaho

ALSO the West Half of the Northwest Quarter of Section 11, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho

EXCEPTING THEREFROM

Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, Section 11: A portion of the Southwest Quarter Northwest Quarter, more particularly described as follows:

Commencing at the Southwest corner of the said Southwest Quarter Northwest Quarter; thence

South $88^{\circ}54'04''$ East a distance of 119.76 feet to the Real Point of Beginning; thence

South $88^{\circ}54'04''$ East a distance of 1240.24 feet to a point; thence

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Exhibit A (continued)

North 0°08'30" West a distance of 266 feet to a point; thence

North 88°54'04" West a distance of 1008.54 feet to a point; thence

South 0°53'30" East a distance of 136 feet to a point; thence

South 84°48'30" West a distance of 87.10 feet to a point; thence

South 50°50'50" West a distance of 184.30 feet to the True Point of Beginning

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and Part of the Southwest Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter corner of Section 10 in Township 6 North, Range 25 East Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning; thence

South 89°42'20" West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet; thence

North 00°24'37" West for a distance of 39.22 feet to a 1/2" rebar; thence

North 00°24'37" West for a distance of 403.23 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19°20'49", and a long chord bearing of

South 60°33'48" East for a distance of 369.94 feet; thence

South 89°51'28" East for a distance of 35.90 feet to the East line of Section 10; thence

South 89°51'28" East for a distance of 203.63 feet to a 1/2" rebar; thence

North 75°33'43" East for a distance of 143.46 feet to a 1/2" rebar; thence

South 01°07'41" East (South 0°53'30" East Rec.) for a distance of 136.00 feet to a 1/2" rebar; thence

South 84°46'04" West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar; thence

South 42°17'09" West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30', Rec.) to a 1/2" rebar on the South line of the Northwest Quarter of Section 11; thence

North 89°47'01" West along said line for a distance of 119.76 feet to the Point Of Beginning.

ALSO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

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Exhibit A (continued)

Tract 2 and Tract 4 (COMBINED DESCRIPTION):

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho

Section 12: The West Half of the Northwest Quarter

LESS a parcel described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, said point lies on the South line of the Southwest Quarter of the Northwest Quarter, Section 12; thence

North 01°35'02" West 207.46 feet along a fence to a point; thence

North 89°26'52" East 210.00 feet to a point; thence

South 01°35'02" East 207.46 feet to a point lying on the South line of the Southwest Quarter of the Northwest Quarter, Section 12; thence

South 89°26'52" West 210.00 feet along said line to the Point of Beginning.

ALSO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho

FURTHER EXCEPTING THEREFROM

Part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho. Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning; thence

North 00°05'52" East along the West line of Section 12 for a distance of 228.34 feet; thence

North 89°28'15" East for a distance of 21.71 feet to a 5/8" rebar; thence

South 01°34'33" East (South 01°35'02" East, Rec.) for a distance of 207.36 feet (207.46', Rec.) to a 5/8" rebar; thence

North 89°31'06" East (North 89°26'52" East, Rec.) for a distance of 210.09 feet (210.00', Rec.) to a 5/8" rebar; thence

South 01°34'18" East for a distance of 19.90 feet to the South line of the Southwest Quarter Northwest Quarter; thence

South 89°14'53" West along said line for a distance of 238.45 feet to the Point of Beginning.

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Exhibit A (continued)

FURTHER EXCEPTING THEREFROM

Part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; thence

North 00°05'52" East along the West line of Section 12 for a distance of 228.34 feet to the Point of Beginning; thence

North 00°05'52" East along said section line for a distance of 567.25 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 707.52 feet to a 1/2" rebar, said curve having a radius of 1444.61 feet, a delta angle of 28°03'42", and a long chord bearing of

South 36°44'18" East for a distance of 700.47 feet; thence

South 00°05'52" West for a distance of 203.74 feet to a 1/2" rebar; thence

South 00°05'52" West for a distance of 25.00 feet to the South line of the Southwest Quarter Northwest Quarter; thence

South 89°14'53" West along said line for a distance of 181.55 feet; thence

North 01°34'18" West for a distance of 19.90 feet to a 5/8" rebar; thence

North 01°34'18" West (North 01°35'02" West, Rec.) for a distance of 207.54 feet (207.46', Rec.) to a 5/8" rebar; thence

South 89°28'15" West (South 89°26'52" West, Rec.) for a distance of 210.10 feet (210.00', Rec.) to a 5/8" rebar; thence

South 89°28'15" West for a distance of 21.71 feet to the Point of Beginning.

Tract 3:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Section 12: Southeast Quarter of the Northwest Quarter

EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

Tract 5:

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho

Section 3: Southeast Quarter of the Southeast Quarter

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Exhibit A (continued)

Tract 6-I:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho

All of the East Half of the Northeast Quarter of Section 10, and all that portion of the Southwest Quarter of the Northeast Quarter of Section 10 lying North and East of the Oregon Short Line Rail Road right of way and excepting therefrom only the Townsite of Leslie.

ALSO INCLUDING

Beginning at the Southwest corner of the Townsite of Leslie on the North side of the county road in the Southeast Quarter of the Northwest Quarter of Section 10; thence

Northwest 1,734 feet along the boundary line of the county road to a point where said road crosses the South line of the Northwest Quarter of the Northwest Quarter of said Section; thence

East 1,708 feet to a private lane which is the Section line common to the Southwest Quarter of the Northeast Quarter and Southeast Quarter of the Northwest Quarter of said Section; thence

Southwesterly 816 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM

Part of the South Half Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; thence

South 89°42'20" West along the South line of the Northeast Quarter for a distance of 356.77 feet to the Point of Beginning; thence

South 89°42'20" West along the South line of the Northeast Quarter for a distance of 1290.39 feet to a 5/8" rebar on the Old Northeasterly railroad right of way; thence

North 65°03'47" West along said old railroad right of way for a distance of 482.97 feet to a 5/8" rebar at the Southeasterly Corner of the Leslie Townsite; thence

North 24°56'13" East along said Townsite for a distance of 281.29 feet to a 1/2" rebar; thence

South 71°09'22" East for a distance of 255.04 feet to a 1/2" rebar; thence

North 87°48'01" East for a distance of 680.67 feet to a 1/2" rebar; thence

North 10°06'11" East for a distance of 741.07 feet to a 1/2" rebar; thence

North 89°23'43" East for a distance of 161.74 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 807.55 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet a delta angle of 42°01'56", and a long chord bearing of

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Exhibit A (continued)

South 29°52'23" East for a distance of 789.56 feet; thence

South 00°24'37" East for a distance of 403.23 feet to a 1/2" rebar; thence

South 00°24'37" East for a distance of 39.22 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and part of the Southwest Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning, thence

South 89°42'20" West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet; thence

North 00°24'37" West for a distance of 39.22 feet to a 1/2" rebar; thence

North 00°24'37" West for a distance of 403.23 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19°20'49", and a long chord bearing of

South 60°33'48" East for a distance of 369.94 feet; thence

South 89°51'28" East for a distance of 35.90 feet to the East line of Section 10; thence

South 89°51'28" East for a distance of 203.63 feet to a 1/2" rebar; thence

North 75°33'43" East for a distance of 143.46 feet to a 1/2" rebar; thence

South 01°07'41" East (South 0°53'30" East, Rec.) for a distance of 136.00 feet to a 1/2" rebar; thence

South 84°46'04" West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar; thence

South 42°17'09" West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30', Rec.) to a 1/2" rebar on the South line of the Northwest Quarter of Section 11; thence

North 89°47'01" West along said line for a distance of 119.76 feet to the Point of Beginning.

Tract 6-II

Also that fraction of land in the Southeast quarter of the Northwest quarter of Section 10, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, lying South and East of the private road going into the townsite of Leslie from the North side thereof.

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Exhibit A (continued)

EXCEPTING THEREFROM the Townsite of Leslie.

Tract 7:

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho Section 12: North Half of the Southwest Quarter

Tract 8:

The Southeast Quarter of Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho

ALSO:

That portion of the South Half of the Northwest Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying East of the Railroad right-of way and that portion of East Half of the Southwest Quarter of said Section 24 lying East of the Railroad right-of-way.

ALSO:

A tract of land generally described as being a portion of the Northeast Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying Southerly of the Big Lost River, and Northerly of U.S. Highway No. 93, being more particularly described as follows:

Commencing at the North One-Quarter corner of said Section 24 from which the Northwest corner of said Section 24 bears

South 89°06'17" West 2664.32 feet; thence

South 00°38'35" East 900.58 feet on or along the West line of the Northeast Quarter said Section 24 to a found 5/8" rebar with plastic cap (P.L.S. #3577) lying on or along the centerline of a 66 foot wide road and utility easement, THE POINT OF BEGINNING; thence on or along said centerline

South 27°52'52" East 1972.45 feet to a set 5/8" x 30" rebar with plastic cap (P.L.S. #3577) lying on or along the South line of the Northeast Quarter said Section 24; thence leaving said easement

South 89°27'02" West 903.02 feet on or along the South line of the Northeast Quarter said Section 24 to a found rebar with aluminum cap (P.L.S. #826) marking the Center Quarter corner of said Section 24; thence

North 00°37'58" West 1326.41 feet on or along the West line of the Northeast Quarter said Section 24 to a found 1/2" rebar marking the Northwest corner of the Southwest Quarter of the Northeast Quarter said Section 24 (said point also being the Southeast corner of Lost River Ranches Subdivision); thence continuing on or along said West line

North 00°38'35" West 425.85 feet to the Point of Beginning.

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EXCEPTING THEREFROM the tract heretofore conveyed to the Oregon Short Line Railroad Company for right of way.

ALSO EXCEPTING THEREFROM the tract heretofore conveyed for Highway purposes.

~~ALSO EXCEPTING THEREFROM that portion of the Southwest Quarter Southeast Quarter lying West of the Highway, Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho~~

ALSO EXCEPTING THEREFROM a tract of land generally described as being a portion of the Southeast Quarter of Section 24 Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho, lying Northeasterly of the Big Lost River, and Northerly of U.S. Highway No. 93, being more particularly described as follows:

Beginning at a G.L.O. brass cap monument marking the East Quarter corner of Section 24, Township 6 North, Range 25 East, Boise Meridian, from which a rebar with aluminum cap marking the Southeast corner of said Section 24 bears

South 00°42'46" East 2664.16 feet; thence

South 00°42'41" East 1300.14 feet on or along the East line of the Southeast Quarter said Section 24 to a found 5/8" rebar witness corner lying Northerly of the Big Lost River; thence continuing along said East line

South 00°43'33" East 74.39 feet to a point lying on or along the centerline of the Big Lost River; thence the following courses upstream on or along the centerline of the Southwesterly channel of the Big Lost River;

North 66°39'31" West 27.04 feet to a point; thence

North 49°52'47" West 116.90 feet to a point; thence

North 54°33'26" West 68.82 feet to a point; thence

North 14°09'37" West 38.72 feet to a point; thence

North 34°02'44" West 94.45 feet to a point; thence

North 27°04'07" West 108.78 feet to a point; thence

North 30°50'11" West 43.64 feet to a point; thence

North 35°28'31" West 90.55 feet to a point; thence

North 36°50'26" West 120.54 feet to a point; thence

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Exhibit A (continued)

North 12°20'15" West 85.71 feet to a point; thence

North 25°05'47" West 97.81 feet to a point; thence

North 24°28'03" West 52.36 feet to a point; thence

North 51°56'15" West 111.62 feet to a point; thence

North 71°58'30" West 146.77 feet to a point; thence

North 52°31'08" West 166.37 feet to a point; thence

North 35°41'03" West 124.88 feet to a point; thence

North 60°29'06" West 99.83 feet to a point; thence

North 53°39'25" West 172.95 feet to a point; thence

North 06°29'40" West 85.49 feet to a point; thence

North 13°39'16" East 45.57 feet to a point lying on or along the North line of the Southeast Quarter said Section 24; thence leaving said centerline

North 89°27'02" East 1151.24 feet on or along said North line to the Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the Southeast Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 1-1/2" aluminum cap on top which shall be the Point of Beginning; thence

South 89°52'57" West along the South line of Section 24 for a distance of 901.62 feet; thence

North 00°07'03" West for a distance of 25.00 feet to a 1/2" rebar; thence

North 00°07'03" West for a distance of 43.37 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 1496.82 feet to a 1/2" rebar, said curve having a radius of 1222.30 feet, a delta angle of 70°09'49", and a long chord bearing of

North 29°52'37" East for a distance of 1405.03 feet; thence

North 51°36'09" East for a distance of 41.46 feet to a 1/2" rebar; thence

North 51°36'09" East for a distance of 79.31 feet to the centerline of the Westerly channel of the Big Lost River; thence

South 49°47'27" East along said centerline for a distance of 89.29 feet; thence

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Exhibit A (continued)

South 66°34'11" East along said centerline for a distance of 27.04 feet to the East line of Section 24; thence

South 00°37'50" East along said section line for a distance of 75.55 feet to a 5/8" rebar; thence

South 00°37'50" East along said section line for a distance of 1215.96 feet to the Point of Beginning

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a U.S. GLO iron pipe with brass cap on top; thence

South 89°32'56" West along the North line of the Southeast Quarter for a distance of 1151.24 feet to the centerline of the Westerly channel of the Big Lost River which shall be the Point of Beginning; thence

South 13°44'36" West along said centerline for a distance of 45.58 feet; thence

South 06°24'20" East along said centerline for a distance of 85.50 feet; thence

South 53°34'05" East along said centerline for a distance of 99.90 feet; thence

South 17°51'17" West for a distance of 79.39 feet to a 1/2" rebar; thence

South 17°51'17" West for a distance of 11.87 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 533.99 feet to a 1/2" rebar; said curve having a radius of 1242.30 feet, a delta angle of 24°37'40", and a long chord bearing of

North 88°49'44" West, for a distance of 529.89 feet; thence

North 27°47'34" West for a distance of 293.62 feet to a 5/8" rebar on the North line of the Southeast Quarter; thence

North 89°32'56" East along said line for a distance of 572.28 feet to a 1/2" rebar; thence

North 89°32'56" East along said line for a distance of 43.31 feet to the Point of Beginning.

Tract 9:

A strip of land 4500 feet, more or less, in length and 200 feet wide consisting of those portions of the Southeast Quarter, the South Half of the Northwest Quarter, and the East Half of the Southwest Quarter, Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, formerly lying within the right-of-way of the railroad line, as described in the Judgment and Decree Quieting Title to Real Estate recorded in Custer County, Idaho, as Instrument No. 190588.

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Exhibit A (continued)

Tract 10:

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 3: Northeast Quarter Southwest Quarter; North Half Southeast Quarter;
Southwest Quarter Southeast Quarter

EXCEPTING THEREFROM:

A portion of Section 3, T. 6 N. 25 E., Custer County, Idaho, described as follows:

Commencing at the East 1/4 corner of said Section 3; Thence S. 00° 31' 12" E. 50.22 feet along the east section line said Section 3; Thence leaving said east section line S. 89° 45' 48" W., 179.23 feet to the point of beginning; Thence S. 89° 45' 48" W. 2484.72 feet along an East-West fence line; Thence S. 89° 42' 12" S., 1332.46 feet; Thence leaving said fence line N. 00° 23' 02" W., 88.33 feet to the intersection of the the East-West Center of Section line of said Section 3; Thence along the said East-West Center of Section line S. 89° 42' 38" E., 1331.44 feet to the center of said Section 3; Thence continuing on said East-West Section line S. 89° 42' 38" E., 2485.78; Thence S. 00° 35' 54" E., 51.90 feet to the point of beginning.

Section 10: Northwest Quarter Northeast Quarter

EXCEPTING THEREFROM:

Part of the Northwest Quarter Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the North Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar; thence South 00°25'58" East along the West line of the Northwest Quarter Northeast Quarter for a distance of 48.65 feet to the Point of Beginning; thence

South 80°05'23" East for a distance of 20.86 feet to a 5/8" rebar; thence

South 80°05'23" East for a distance of 1222.60 feet to a 5/8" rebar; thence

South 00°07'53" West for a distance of 122.07 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 625.11 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 39°29'12", and a long chord bearing of

North 88°04'49" West for a distance of 612.80 feet; thence

South 13°40'04" West for a distance of 107.83 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 39.46 feet to a 5/8" rebar, said curve having a radius of 817.02 feet, a delta angle of 02°46'02", and a long chord bearing of

South 66°50'55" West, for a distance of 39.45 feet; thence

Initial



date

1/15/2021

Exhibit A (continued)

North 82°47'47" West for a distance of 153.18 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 606.93 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 38°20'21", and a long chord bearing of

South 38°01'57" West for a distance of 595.67 feet; thence

South 89°34'02" West for a distance of 24.75 feet to the West line of the Northwest Quarter Northeast Quarter; thence

North 00°25'58" West along said line for a distance of 886.02 feet to the Point of Beginning.

Tract 10A

Easement for the benefit of Tract 10 as created by instrument recorded September 16, 2016 as Instrument No. 252358, described as follows:

A 30.00' wide access easement more particularly described as follows:

Part of the Northwest Quarter Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho. Beginning at the North Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar; thence

South 00°25'58" East, along the west line of the Northwest Quarter Northeast Quarter for a distance of 48.65 feet to the Point of Beginning; thence

South 80°05'23" East for a distance of 20.86 feet to a 5/8" rebar; thence

South 80°05'23" East for a distance of 9.63 feet; thence

South 00°25'58" East, for a distance of 865.99 feet; thence along a non-tangent curve to the left for a distance of 15.48 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 00°58'41" and a long chord bearing of

South 19°23'24" West, for a distance of 15.48 feet; thence

South 89°34'02" West, for a distance of 24.75 feet to the west line of the Northwest Quarter Northeast Quarter; thence

North 00°25'58" West, along said line for a distance of 886.02 feet to the Point of Beginning.

TOGETHER WITH ALL WATER, DITCH RIGHTS, AND ALL IRRIGATION EQUIPMENT OF EVERY KIND AND CHARACTER AND ADDITIONS THERETO AND REPLACEMENTS NOW OR HEREAFTER OWNED AND USED IN THE IRRIGATION OF THE ABOVE PREMISES, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

Irrigation Equipment:

Eight-tower T&L center pivot
Eight-tower Reinke windshield pivot with a swing arm
Six-tower Reinke windshield pivot

Initial CS [Signature] date 1/15/2021

Exhibit A (continued)

Five-tower Valley center pivot
 Four-tower Valley center pivot
 2 Four-tower Reinke center pivots
 4 wheel lines
 1 hand line
 Approximately 19,000 feet of buried mainline
 Pumping Station 1: 40 horsepower Baldor Reliance motor with a centrifugal-style pump and new magnetic flow meter.
 Well 2: 100 horsepower B.M.R. motor with a Layne and Bowler turbine-style pump and new magnetic flow meter
 Well 3: 75 horsepower US Motors with a Johnston turbine-style pump and new magnetic flow meter
 Well 4: 125 horsepower B.M.R. motor with a Layne and Bowler turbine-style pump and new magnetic flow meter

Ten-tower T&L windshield pivot
 Seven-tower Reinke windshield pivot
 50 horsepower US Motor with a Johnston turbine-style pump and Seametrics magnetic flow meter.
 Approximately 4,700 feet of buried mainline

Five-tower T&L center pivot with a swing arm
 Twelve-tower Mel Brown center pivot
 60 horsepower BMR Electric Motor with a Layne and Bowler turbine-style pump and a new Seametrics magnetic flow meter
 40 horsepower Baldor Reliance motor and a Paco centrifugal-style pump
 Approximately 2,300 feet of buried mainline

Water Rights:

Water Right #34-2374A: Decreed; Ground Water; 7/11/1960 Priority Date; 5.03 CFS; 909.3 AFA; 259.8 Acres
 Water Right #34-10740; Decreed; Big Lost River; 5/30/1885 Priority Date; 1.37 CFS; 68.5 Acres
 Water Right #34-10742; Decreed; Big Lost River; 7/21/1886 Priority Date; 3.70 CFS; 185.2 Acres
 Water Right #34-14587; Decreed; Big Lost River; 3/10/1894 Priority Date; 1.26 CFS; 62.8 Acres
 Water Right #34-2394; Decreed; Ground Water; 2/7/1961 Priority Date; 3.60 CFS; 630 AFA; 9.6 Acres
 Water Right #34-689A; Decreed; Big Lost River; 5/30/1885 Priority Date; 0.19 CFS; 180 Acres
 Water Right #34-688A; Decreed; Big Lost River; 7/21/1886 Priority Date; 1.34 CFS; 180 Acres
 Water Right #34-181; Decreed; Big Lost River; 7/21/1886 Priority Date; 2.30 CFS; 180 Acres

Water Right 34-2421; Decreed; 6/6/1961 Priority Date; Ground Water; 0.64 CFS; 112 AFA; 32 Acres; 9.00 GPM
 Water Right 34-14482; Decreed; 7/11/1960 Priority Date; Ground Water; 0.09 CFS; 15.7 AFA; 4.5 Acres; 9.00 GPM
 Water Right 34-14481; Decreed; 5/30/1885 Priority Date; Big Lost River; 0.01 CFS; 0.4 Acres; 11.25 GPM
 Water Right 34-14480; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.06 CFS; 8 Acres; 3.38 GPM
 Water Right 34-14479; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.10 CFS; 8 Acres; 5.63 GPM
 Water Right 34-14478; Decreed; 3/10/1894 Priority Date; Big Lost River; 0.12 CFS; 6 Acres; 9.00 GPM
 Water Right 34-14477; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.30 CFS; 14.8 Acres; 9.12 GPM
 Water Right 34-14476; Decreed; 5/30/1885 Priority Date; Big Lost River; 0.11 CFS; 5.5 Acres; 9.00 GPM
 Water Right 34-14475; Decreed; 6/6/1961 Priority Date; Ground Water; 0.18 CFS; 31.1 AFA; 8.9 Acres; 9.10 GPM
 Water Right 34-14474; Decreed; 2/7/1961 Priority Date; Ground Water; 0.16 CFS; 28 AFA; 8 Acres; 9.00 GPM
 Water Right 34-14473; Decreed; 6/1/1889 Priority Date; Big Lost River; 0.19 CFS; 9 Acres; 9.50 GPM
 Water Right 34-14472; Decreed; 7/11/1960 Priority Date; Ground Water; 0.35 CFS; 63.7 AFA; 18.2 Acres; 8.65 GPM
 Water Right 34-2421A; Decreed; 6/6/1961 Priority Date; Ground Water; 1.34 CFS; 234.9 AFA; 67.1 Acres; 8.99 GPM
 Water Right 34-20C; Decreed; 6/1/1889 Priority Date; Big Lost River; 1.41 CFS; 68 Acres; 9.33 GPM

Initial CS BA date 1/15/2021

Exhibit A (continued)

Storage Water

292 Inches; Account Number 268; 5/30/1885 Priority Date
2,193 Inches; Account Number 310; 5/30/1885 Priority Date
5.435 Inches; Account Number 268; 7/21/1886 Priority Date

Water Right 34-10737; Decreed; 10/24/1907 Priority Date; Big Lost River; 3.52 CFS; 176 acres; 9.00 GPM
Water Right 34-2442; Decreed; 2/13/1962 Priority Date; Ground Water; 2.00 CFS; 350 AFA; 100 acres; 9.00 GPM
Water Right 34-10736; Decreed; 4/1/1978 Priority Date; Ground Water; 0.65 CFS; 203 AFA; 58 Acres; 5.04 GPM

Initial CS [Signature] date 1/3/2021



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

USDA FARM SERVICE AGENCY
725 JENSEN GROVE DR STE 2
BLACKFOOT ID 83221-1636

RE: Notice of Security Interest for Water Right/Permit No(s): 34-2374A, 34-10740, 34-10742, 34-14587, 34-2394, 34-689A, 34-688A, 34-181, 34-10737, 34-2442 & 34-10736

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 according to your application the current owner of the water rights listed above should be Christopher and Stacey Schmidt. According to the documentation filed with the department the current owner is Wight Farm LLC. In order for the department to update ownership a Notice of Change in Water Right Ownership form, evidence of ownership and filing fee is required.

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: WIGHT FARM LLC