

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 21 2018
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
See Exhibit A attached	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Lance Donald Funk and Lisa Irigoyen Funk

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Global AG Properties II USA LLC, a Delaware limited liability company

c/o Westchester Group Investment Management, Inc., New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

2004 Fox Drive, Suite L Champaign IL 61820

Mailing address City State ZIP

217-352-6000 hkatzer@wgimglobal.com

Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: March 20, 2018

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: See Signature Page Attached Hereto

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by JB Date 5/21/2018 Receipt No. E044031 Receipt Amt. \$175. - for this app \$350. -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 5/30/18

EXHIBIT A

LIST OF WATER RIGHTS

Lance Funk Farm - Water Right Analysis

IDWR Irrigation Water Right Summary

Water Right Number:	Priority	Source:	Basis:	Purpose of Use:	Volume	Diversion Rate	Acreage	Location:
Date:					AFA:	In CFS:	Limit:	
35-2448 B <i>OK</i>	1956	Ground Water	Decreed	Irrigation	536.6	1.27	172	Field 1
35-2833 B <i>OK</i>	1966	Ground Water	Decreed	Irrigation	868	2.62	217	Field 1
35-7600 <i>OK</i>	1976	Ground Water	Decreed	Irrigation	1184	4.95	296	Fields 51, 52
35-2825 A <i>OK</i>	1966	Ground Water	Decreed	Irrigation	1024	4.66	256	Fields 30, 31
35-7686 B <i>OK</i>	1977	Ground Water	Decreed	Irrigation	632	2.56	158	Field 87
35-8335 <i>OK</i>	1984	Ground Water	License	Irrigation	1036	4.39	259	Field 161, 162
35-8337 <i>OK</i>	1984	Ground Water	License	Irrigation	640	2.7	160	Field 163
				Totals:			1518	

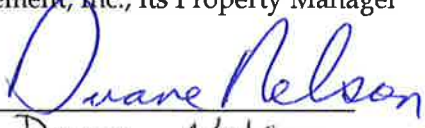
* Subject to Changes, some water rights do overlap

** Provided by IDWR

IN WITNESS WHEREOF, the new owner has executed this Notice of Change in Water Right Ownership on April 9, 2018.

GLOBAL AG PROPERTIES II USA LLC, a
Delaware limited liability company

By: Westchester Group Investment
Management, Inc., its Property Manager

By: 
Name: Duane Nelson
Title: EVP

AFTER RECORDING MAIL TO:

Lance D. Funk and Lisa I. Funk
PO Box 310
American Falls, ID 83211

Instrument # 209063

POWER COUNTY, IDAHO
05-11-2016 03:08:37 PM No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHAREE SPRAGUE Fee: \$22.00
Ex-Officio Recorder Deputy: maureen schelske
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

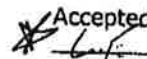
File No.: **579369-P (ci)**

Date: **May 06, 2016**

For Value Received, **Midnight Sun, Inc. IV, a Delaware corporation**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lance D. Funk and Lisa I. Funk, husband and wife**, hereinafter called the Grantee, whose current address is **PO Box 310, American Falls, ID 83211**, the following described premises, situated in **Power County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises. The Grantor(s) warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor(s), except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee(s) and any lien or encumbrance revived or placed on said premises by, through or under the Grantee(s), his heirs and assigns.

Accepted & Approved
 

Date: 05/06/2016

Warranty Deed
- continued

File No.: 579369-P (ci)

Midnight Sun, Inc. IV, a Delaware corporation

By: _____

Name: J. Scott Haffner

Title: Vice President

* By: Charles W. Bryan, Jr.

Name: Charles W. Bryan, Jr.

Title: Vice President

Notary
STATE OF Idaho)
COUNTY OF Canyon)
SS.

On this 9 day of May, 2016, before me, a Notary Public in and for said State, personally appeared **Charles W. Bryan, Jr.**, known or identified to me, to be the **Vice President** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

stamp:



Peggy Sellman
Notary Public of Canyon County Idaho
Residing at: Canyon, ID
Commission Expires: 11-1-17

Date: 05/06/2016

Warranty Deed
- continued

File No.: 579369-P (cl)

Midnight Sun, Inc. IV, a Delaware corporation

* By: J. Scott Haffner
Name: J. Scott Haffner
Title: Vice President

By: _____
Name: Charles W. Bryan, Jr.
Title: Vice President

STATE OF _____)
ss.
COUNTY OF _____)

On this ____ day of May, 2016, before me, a Notary Public in and for said State, personally appeared **Charles W. Bryan, Jr.**, known or identified to me, to be the **Vice President** of the Corporation that executed the Instrument or the person who executed the Instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Notary Public of _____
Residing at: _____
Commission Expires: _____

Date: 05/06/2016

Warranty Deed
- continued

File No.: 579369-P (d)

Notary
STATE OF

Connecticut

)
SS.

COUNTY OF

Hartford

)

On this 9th day of May, 2016, before me, a Notary Public in and for said State, personally appeared **J. Scott Haffner**, known or identified to me to be the **Vice President** of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Rose Marie Beaulieu

Notary Public for the State of CT

Residing at: West Hartford, CT

My Commission Expires: 10-31-17

EXHIBIT A

PARCEL 1:

THE NE $\frac{1}{4}$ AND N $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO.

PARCEL 2:

THE S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 29, E.B.M., POWER COUNTY, IDAHO

AND ALSO

THE NE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29, E.B.M., POWER COUNTY, IDAHO

PARCEL 3:

THE SW $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO

AND ALSO

THE N $\frac{1}{2}$ NW $\frac{1}{4}$ AND N $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO

PARCEL 4:

THE SE $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

AND ALSO

THE W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO

TA-1142912

When recorded return to:

Heidi Katzer
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Mail Tax Statements to:
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Instrument # 212348

POWER COUNTY, IDAHO
03-20-2018 02:42:40 PM No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHAREE SPRAGUE Fee: \$15.00
Ex-Officio Recorder Deputy: maureen scheiske
Electronically Recorded by Simplifile

WARRANTY DEED

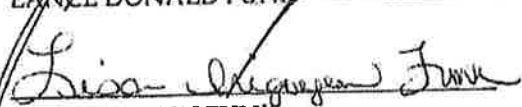
FOR VALUE RECEIVED, LANCE DONALD FUNK and LISA IRIGOYEN FUNK, husband and wife (also known as "Lance Funk and Lisa Funk, husband and wife" and as "Lance D. Funk and Lisa I. Funk, husband and wife") ("Grantor") hereby grant, bargain, sell and convey unto GLOBAL AG PROPERTIES II USA LLC, a Delaware limited liability company ("Grantee"), the real property located in Power County, Idaho and legally described on Exhibit A attached hereto.

Grantor conveys said property, with all water rights and other appurtenances thereto, to Grantee and to its successors and assigns to have and to hold forever, including, without limitation, the Water Rights listed on Exhibit B attached hereto. Grantor does hereby covenant to and with Grantee that Grantor owns said premises in fee simple and that the premises are free from all encumbrances, except for the Permitted Exceptions set out on Exhibit C attached hereto.

DATED as of March 1 2018.

Grantor


LANCE DONALD FUNK


LISA IRIGOYEN FUNK

FA-LU4292

Recorded Electronically	
ID	212348
County	POWER
Date	3-20-18 Time 2:42
Simplifile.com 800.460.5657	

When recorded return to:

Heidi Katzer
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Mail Tax Statements to:
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

WARRANTY DEED

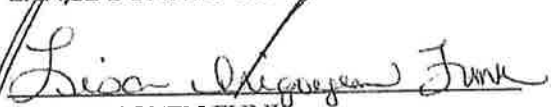
FOR VALUE RECEIVED, LANCE DONALD FUNK and LISA IRIGOYEN FUNK, husband and wife (also known as "Lance Funk and Lisa Funk, husband and wife" and as "Lance D. Funk and Lisa I. Funk, husband and wife") ("*Grantor*") hereby grant, bargain, sell and convey unto GLOBAL AG PROPERTIES II USA LLC, a Delaware limited liability company ("*Grantee*"), the real property located in Power County, Idaho and legally described on Exhibit A attached hereto.

Grantor conveys said property, with all water rights and other appurtenances thereto, to Grantee and to its successors and assigns to have and to hold forever, including, without limitation, the Water Rights listed on Exhibit B attached hereto. Grantor does hereby covenant to and with Grantee that Grantor owns said premises in fee simple and that the premises are free from all encumbrances, except for the Permitted Exceptions set out on Exhibit C attached hereto.

DATED as of March 1, 2018.

Grantor


LANCE DONALD FUNK

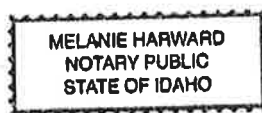

LISA IRIGOYEN FUNK

STATE OF IDAHO)
)
) ss.
COUNTY OF Bannock)

On this 7 day of March, 2018, before me, personally appeared LANCE DONALD FUNK and LISA IRIGOYEN FUNK, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

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

(SEAL)



Melanie Harward
NOTARY PUBLIC
Residing at: _____
Commission expires: _____
State of Idaho
Residing: Pocatello, Idaho
Comm. Expires: 10/26/2021

EXHIBIT A

LEGAL DESCRIPTION

Real property in the County of Power, State of Idaho, described as follows:

PARCEL 1:

SW ¼ SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2:

SW ¼ SW ¼ SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SE ¼ SW ¼ SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

S ½ SE ¼ SECTION 30, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

N ½ NE ¼ SECTION 31, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

NW ¼; NW ¼ SW ¼ SECTION 32, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 3:

SW ¼ SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

N ½ N ½ SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SE ¼ SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

W ½ SW ¼ SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 4:

E ½ OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXHIBIT B

LIST OF WATER RIGHTS

Lance Funk Farm - Water Right Analysis

IDWR Irrigation Water Right Summary

Water Right Number:	Priority Date:	Source:	Basis:	Purpose of Use:	Volume AFA:	Diversion Rate In CFS:	Acreage Limit:	Location:
35-2448 B	1956	Ground Water	Decreed	Irrigation	536.6	1.27	172	Field 1
35-2833 B	1966	Ground Water	Decreed	Irrigation	868	2.62	217	Field 1
35-7600	1976	Ground Water	Decreed	Irrigation	1184	4.95	296	Fields 51, 52
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35-8335	1984	Ground Water	License	Irrigation	1036	4.39	259	Field 161, 162
35-8337	1984	Ground Water	License	Irrigation	640	2.7	160	Field 163
				Totals:			1518	

* Subject to Changes, some water rights do overlap

** Provided by IDWR

EXHIBIT C

PERMITTED EXCEPTIONS

1. General taxes for the year 2017, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2018.
2. General taxes for the year 2018, which are liens and are not yet due and payable.
3. Non-delinquent levies and assessments of Falls Irrigation District and any rights or easements thereof.
4. Non-delinquent levies and assessments of American Falls-Aberdeen Ground Water District and any rights or easements thereof.
5. Non-delinquent levies and assessments of Aberdeen-Springfield Canal Company and any rights or easements thereof.
6. Easement for public utilities granted to Idaho Power Company, recorded March 14, 1975, as Instrument No. 105363. Affects Parcel 1.
7. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
8. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code.
9. Right-of-way or easement of Lava Beds Rd., Center Pleasant Valley Rd., Winters Rd., Roth Rd., Schritter Rd., Gamhill Rd., County Line Rd., N. Pleasant Valley Rd., and Tiede Allen Rd.
10. Provisions in State of Idaho Deed, recorded May 20, 1992, as Instrument No. 157192. Affects Parcel 2.
11. Easement for power lines granted to Idaho Power Company, recorded March 9, 2015, as Instrument No. 207177.
12. Easement for power lines granted to Idaho Power Company, recorded July 10, 1967, as Instrument No. 90974. Affects Parcel 3.
13. Public Road Easement Agreement upon the terms, conditions and provisions contained therein: Parties: Melvin R. Funk, Diane Funk and Power County Highway District Recorded: November 7, 1991, Instrument No. 156063. Affects Parcel 3.

14. Easement for power lines granted to Idaho Power Company, recorded July 10, 1967, as Instrument No. 90972. Affects Parcel 4.
15. Easement for power lines granted to Idaho Power Company, recorded August 27, 1968, as Instrument No. 92761. Affect Parcel 4.
16. The fact that property extends onto adjacent properties and all matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by a limited topographic survey made by Desert West Land Surveys, P.C. on January 26, 2018, designated Job No. 12447(2)-18D8.
17. Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

BILL OF SALE AND ASSIGNMENT OF INTANGIBLE PROPERTY

THIS BILL OF SALE AND ASSIGNMENT OF INTANGIBLE PROPERTY ("*Bill of Sale*") is dated as of March 20, 2018, between LANCE DONALD FUNK and LISA IRIGOYEN FUNK, husband and wife (also known as "Lance Funk and Lisa Funk, husband and wife" and as "Lance D. Funk and Lisa I. Funk, husband and wife") ("*Seller*"), and GLOBAL AG PROPERTIES II USA LLC, a Delaware limited liability company ("*Buyer*").

Recitals

Seller and Buyer are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of January 12, 2018 (the "*Agreement*"), and desire to execute this Bill of Sale pursuant to the Agreement. Capitalized terms used but not defined herein are defined in the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells, and assigns to Buyer all of the following, and Buyer hereby accepts the same, regarding the real estate described on Exhibit A attached hereto (the "*Land*");

- 1) All buildings and related improvements and all fixtures now or hereafter located on the Land, including, without limitation, (i) all storage facilities and all houses, sheds, warehouses and other buildings, (ii) all irrigation and drainage equipment located on the Land, including, without limitation, wells, well casings, pumps, booster pumps, motors, engines, electrical panels, gearheads, sand filters and pressure systems pumps, pivots, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe and culverts; provided, however, that the foregoing shall not include portable irrigation equipment except as described on Exhibit A, (iii) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire, (iv) all crop protection equipment and apparatus located on the Land, including, without limitation, frost protection equipment and wind machines, (v) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe, and (vi) all trees, vines and other permanent plantings, whether *fructus naturales* or *fructus industriales* (emblems), whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, endposts, and stakes relating thereto (collectively, the "*Improvements*").
- 2) All Seller's right, title and interest in and to all equipment and other tangible personal property located on or used in connection with the Land or

Improvements, including the property and equipment identified in the inventory of tangible personal property attached hereto as Exhibit B.

- 3) All Seller's right, title and interest in and to any and all agreements, contracts, reports, surveys, maintenance agreements, water-sharing agreements, water agreements and governmental approvals whatsoever pertaining to the operation of the Land and the Improvements.
- 4) All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature, that serve the Land, including, without limitation, (i) the groundwater on, under, pumped from or otherwise available to the Land, whether as a result of groundwater rights, contractual rights or otherwise; (ii) the right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency including, without limitation, the water rights listed on Exhibit C hereto, and any rights granted or created by any easement, covenant, agreement or contract with any person or entity and any water rented from the State of Idaho Water Supply Bank; (iii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, contractual or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any district, agency or other governmental entity or within the boundaries of any private water company, mutual water company or other non-governmental entity; (v) any drainage rights appurtenant or otherwise applicable to the Land; (vi) all rights, including contractual rights, to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or to the Land by any means, wherever located; (vii) any shares (or any rights under such shares) of any private water company, mutual water company or other non-governmental entity pursuant to which Seller or the Land may receive any of the rights referred to in clauses (i) through (vi) above (collectively, "*Water Rights*").
- 5) All records and documents in Seller's possession or under Seller's control relating to wells, soils, crop histories, production records, fertilizer, pesticide and chemical usage, maps and diagrams relating to the Land.
- 6) All Seller's right, title and interest in and to any and all leases, subleases, licenses or other occupancy agreements affecting the Land or the Improvements and all amendments and supplements thereto and all guaranties thereof.
- 7) All Seller's right, title and interest in and to other intangible property and rights relating to the Land or its operation or used in connection with the Land, including, but not limited to all agreements, licenses, governmental authorizations or permits pertaining to the Land or the development, ownership, management or operation thereof.

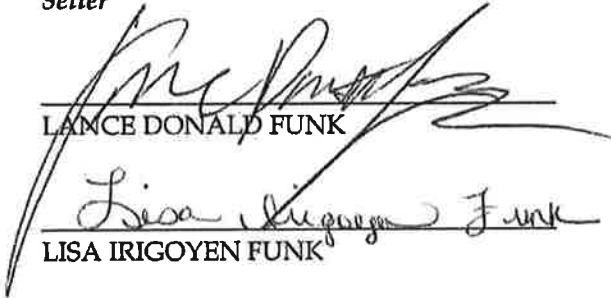
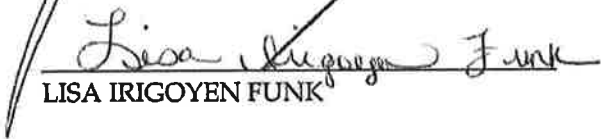
Seller hereby sells, assigns and conveys the foregoing to Buyer free and clear of all liens and encumbrances. Buyer acknowledges and agrees that, except as otherwise provided in the Agreement, Seller is acquiring the tangible personal property described above in its AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION, WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED. This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of Seller and Buyer.

This Bill of Sale may be signed in counterparts all of which together shall constitute one and the same instrument.

Seller will, at any time and from time to time upon written request therefor from Buyer, execute and deliver such documents as Buyer may reasonably request in order to fully sell, assign and transfer to Buyer all Seller's right, title and interest in and to all tangible and intangible personal property included within the property to be sold by Seller to Buyer in accordance with the Agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on the date set forth above.

Seller


LANCE DONALD FUNK

LISA IRIGOYEN FUNK

Buyer

GLOBAL AG PROPERTIES II USA LLC, a
Delaware limited liability company

By: Westchester Group Investment
Management, Inc., its Property
Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on the date set forth above.

Seller

LANCE DONALD FUNK

LISA IRIGOYEN FUNK

Buyer

GLOBAL AG PROPERTIES II USA LLC, a
Delaware limited liability company

By: Westchester Group Investment
Management, Inc., its Property
Manager

By: Quane Nelson
Name: Quane Nelson
Title: EVP

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Real property in the County of Power, State of Idaho, described as follows:

PARCEL 1:

SW ¼ SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2:

SW ¼ SW ¼ SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SE ¼ SW ¼ SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

S ½ SE ¼ SECTION 30, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

N ½ NE ¼ SECTION 31, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

NW ¼; NW ¼ SW ¼ SECTION 32, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 3:

SW ¼ SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

N ½ N ½ SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SE ¼ SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

W ½ SW ¼ SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 4:

E ½ OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXHIBIT B

INVENTORY OF TANGIBLE PERSONAL PROPERTY

Pivots

Pivot #:	Location:	Pivot Size:	Make:
Field 30	Power County	8 Tower	Zimmatic
Field 31	Power County	8 Tower	Zimmatic

Wells/Pumps

Location:	Identification:	Pump/Motor:	Serial/Model/ID #
Field 1	Well	US Motor - 250 HP	V05-20132673-0001
Field 30	Well	US Motor - 200 HP	140454L-1
Field 31	Well	US Motor - 150 HP	1313408
Fields 51 & 52	Well	General Electric - 400 HP with Johnston Pump	SNFKJ508025
Field 87	Well	General Electric - 250 HP	HKJ1211108
Field 161	Well	US Motor - 600 HP	J445676357

Wheel Lines

Location:	Quantity	Wheel Line Type	Size
Field 1	12	Thunder Bird - 60' Spacing	1/4 Mile
Field 87	8	Wade Wheel Lines	1/4 Mile
Field 163	20	Wade Wheel Lines	1/4 Mile

Approximately 3,960' of 12" PVC mainline, 4,620' of 10" of PVC mainline and 13,202' of 8" PVC mainline.

EXHIBIT C

LIST OF WATER RIGHTS

Lance Funk Farm - Water Right Analysis

IDWR Irrigation Water Right Summary

Water Right Number:	Priority Date:	Source:	Basis:	Purpose of Use:	Volume AFA:	Diversion Rate in CFS:	Acreage Limit:	Location:
35-2448 B	1956	Ground Water	Decreed	Irrigation	536.6	1.27	172	Field 1
35-2833 B	1966	Ground Water	Decreed	Irrigation	868	2.62	217	Field 1
35-7600	1976	Ground Water	Decreed	Irrigation	1184	4.95	296	Fields 51, 52
35-2825 A	1966	Ground Water	Decreed	Irrigation	1024	4.66	256	Fields 30, 31
35-7686 B	1977	Ground Water	Decreed	Irrigation	632	2.56	158	Field 87
35-8335	1984	Ground Water	License	Irrigation	1036	4.39	259	Field 161, 162
35-8337	1984	Ground Water	License	Irrigation	640	2.7	160	Field 163
				Totals:			1518	

* Subject to Changes, some water rights do overlap

** Provided by IDWR

Course	Bearing	Distance
L1	S 00°08'10" W	494.61'
L2	S 89°57°02" E	17.52'
L3	S 00°16'13" E	132.21'
L4	S 00°16'20" E	616.54'
L5	S 89°57°02" E	490.55'
L6	S 00°16'20" E	350.00'
L7	S 00°16'20" E	280.50'
L8	N 89°57°02" W	25.00'
L9	N 89°57°02" W	325.00'
L10	N 89°57°02" W	179.75'
L11	N 89°57°02" W	53.59'
L12	N 00°25'09" W	284.54'
L13	N 89°45'46" E	54.24'
L14	N 89°42'45" E	179.66'
L15	S 00°16'20" E	285.91'
L16	N 00°17'18" W	284.65'
L17	N 00°17'18" W	45.15'
L18	S 89°57°02" E	594.65'
L19	S 89°57°02" E	25.00'
L20	S 00°19'07" E	25.00'
L21	S 89°57°02" E	575.63'
L22	S 89°57°02" E	4.37'
L23	S 89°57°02" E	238.24'
L24	S 00°02'42" E	25.00'
L25	S 00°02'42" E	200.00'
L26	N 89°57°02" E	240.00'
L27	S 00°02'42" E	225.00'
L28	S 00°02'42" E	15.00'
L29	N 89°57°02" W	575.63'
L30	N 00°03'49" W	240.00'
L31	N 89°57°05" E	600.00'
L32	S 00°02'55" E	25.00'
L33	S 00°02'55" E	274.50'
L34	S 89°57°05" W	600.00'
L35	N 00°02'55" W	274.50'
L36	N 00°02'55" W	25.00'
L37	N 89°57°05" E	518.40'

LEGEND

- ◆ - FND U.S. G.L.O. IRON PIPE W/ BRASS CAP
- - FND U.S. G.L.O. IRON PIPE (BRASS CAP MISSING)
- - SET 1/2" x 24" REBAR W/ 2" ALUMINUM CAP
- - FND ALUMINUM CAP
- - SET 1/2" x 24" REBAR
- - FND 1/2" x REBAR
- - SET 1/2" x 24" REBAR
- - FND 1/2" REBAR
- - NO MONUMENT FND OR SET

PREVIOUS RECORD OF SURVEYS

INST. NO. 206491
INST. NO. 205288
INST. NO. 193444
INST. NO. 185410
INST. NO. 170613

CERTIFICATE OF SURVEY

I, TREVOR RENO, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 15351, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

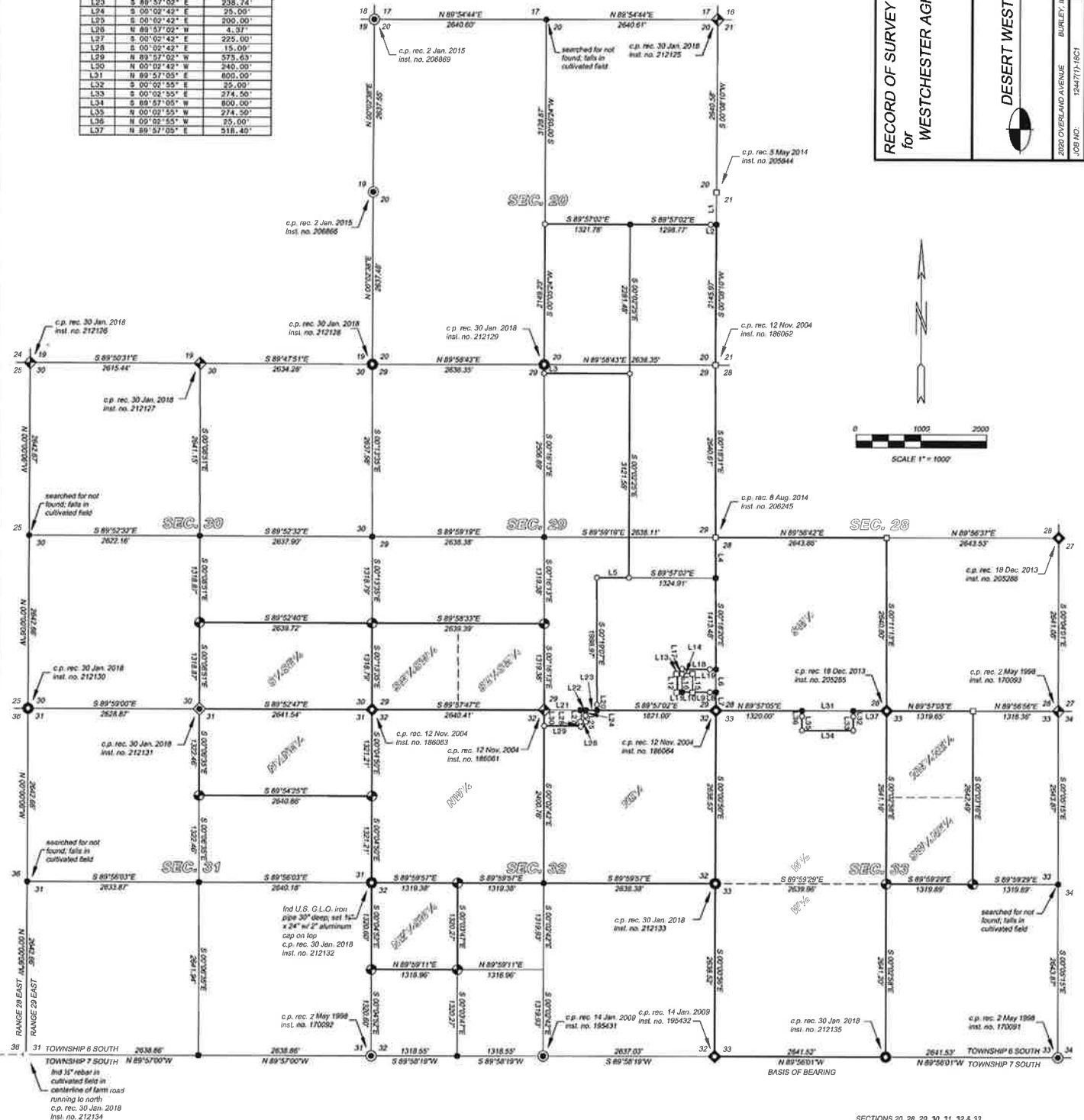
RECORD OF SURVEY for WESTCHESTER AGRICULTURE ASSET MANAGEMENT

STATE OF IDAHO
PLEASANT VALLEY FARM

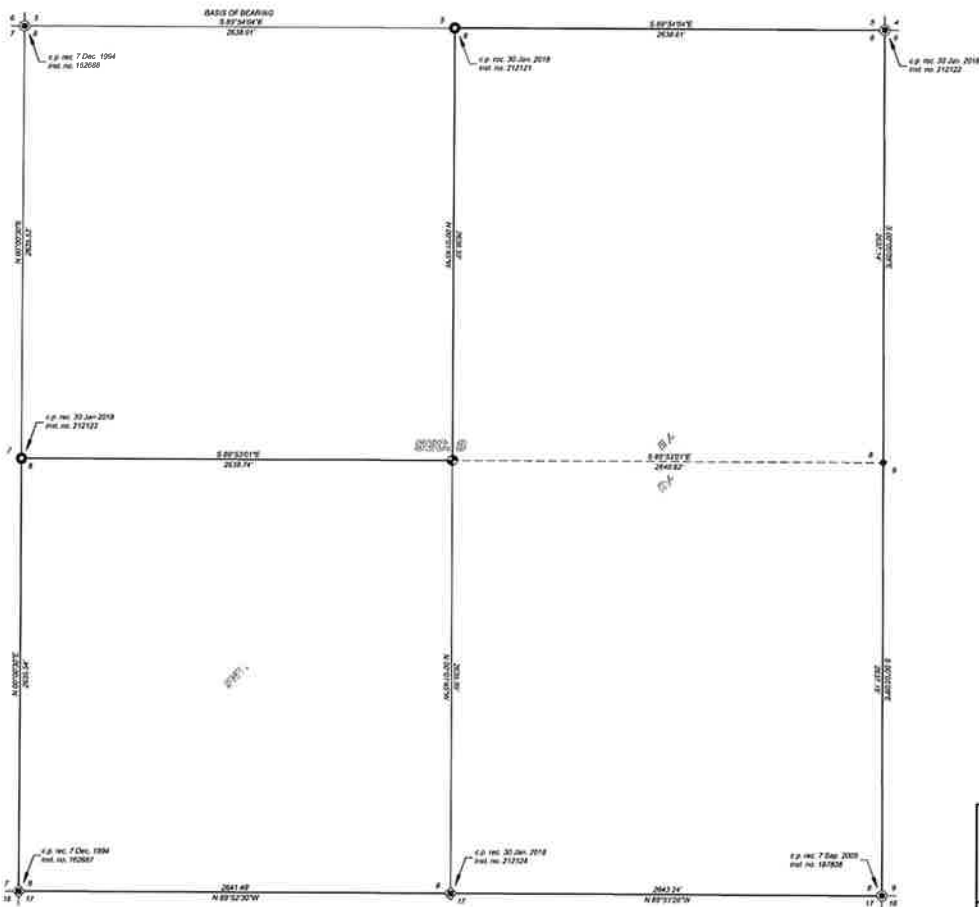


DESERT WEST LAND SURVEYS, P.C.

2020 OVERLAND AVENUE
BURLEY, IDAHO 83018
JOB NO. 1284711-101
DATE: JANUARY 30, 2018
DRAWN BY: J. JONES
DESERT WEST LAND SURVEYS, P.C.



SECTIONS 20, 29, 30, 31, 32 & 33
T. 6 S., R. 29 E., B.M.
POWER COUNTY, IDAHO



CERTIFICATE OF SURVEY
 I, TRIVON REND, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 15331, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

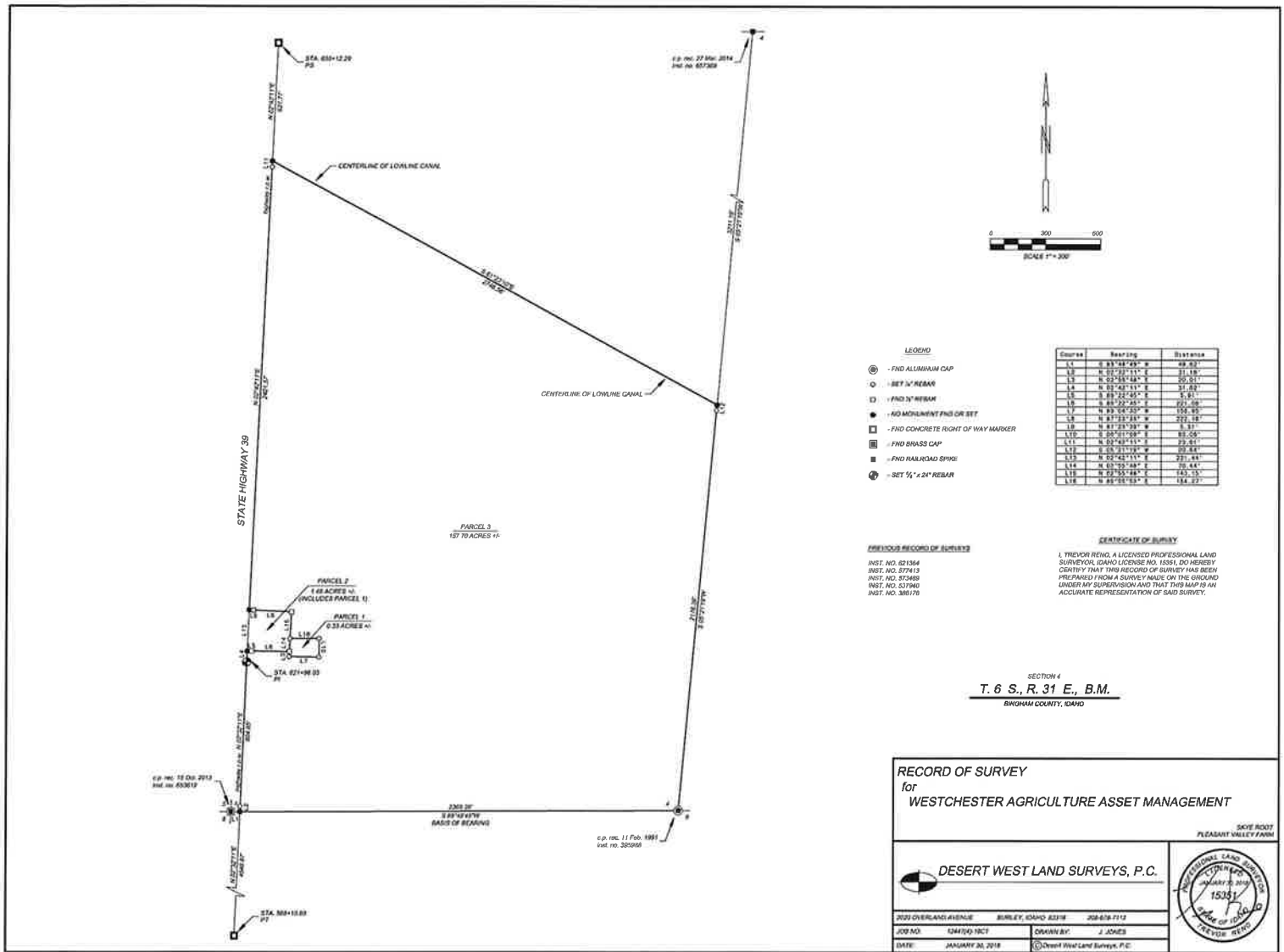
SECTION 8
T. 7 S., R. 29 E., B.M.
 POWER COUNTY, IDAHO

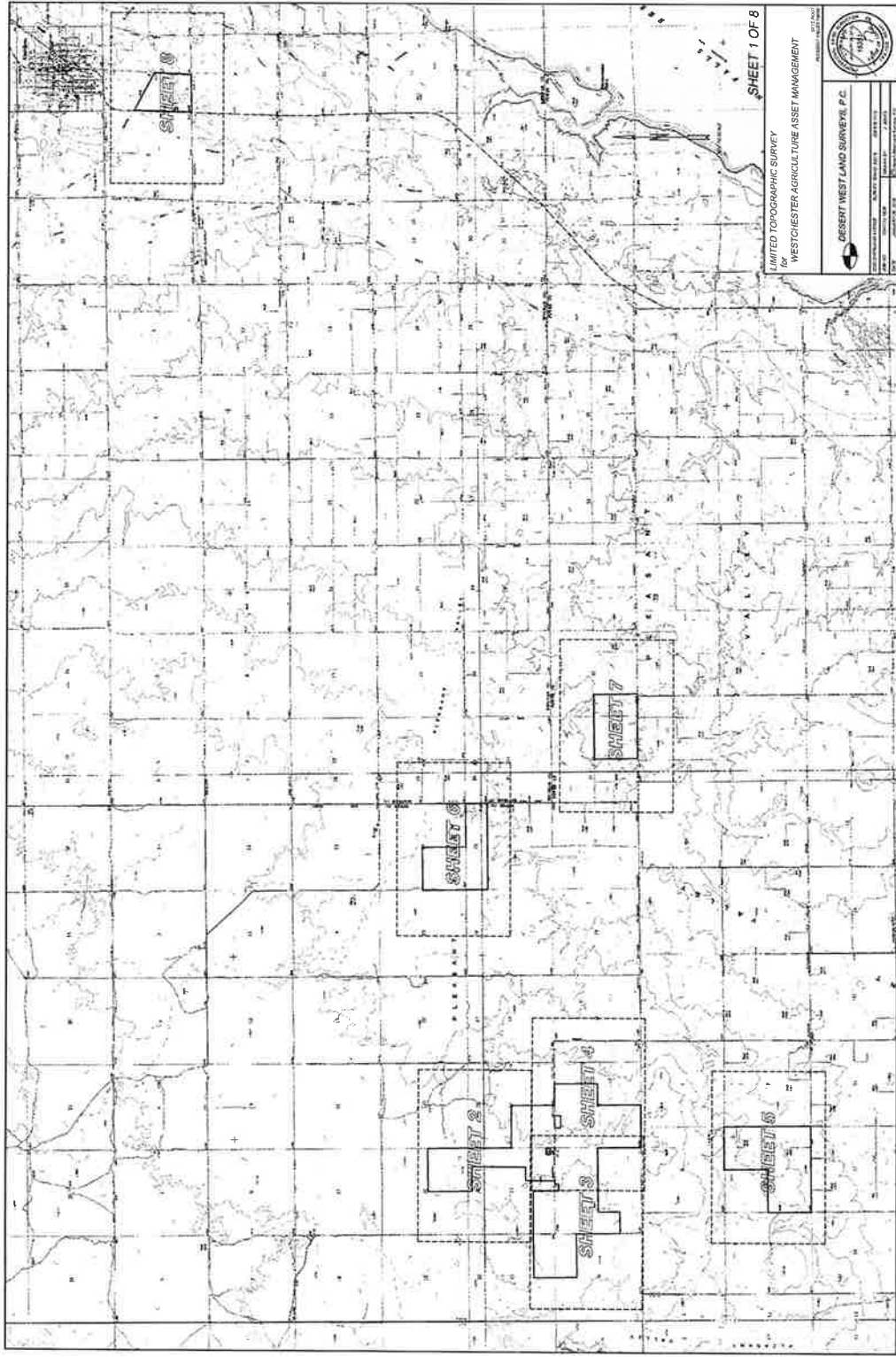
RECORD OF SURVEY
 for
WESTCHESTER AGRICULTURE ASSET MANAGEMENT

DESERT WEST LAND SURVEYS, P.C.

2020 OVERLAND AVENUE SUIPER, IDAHO 83318 318-678-7112
 JOB NO. 124470-18C1 DRAWN BY: J. JONES
 DATE: JANUARY 30, 2018 DESERT WEST LAND SURVEYS, P.C.







SHEET 1 OF 8

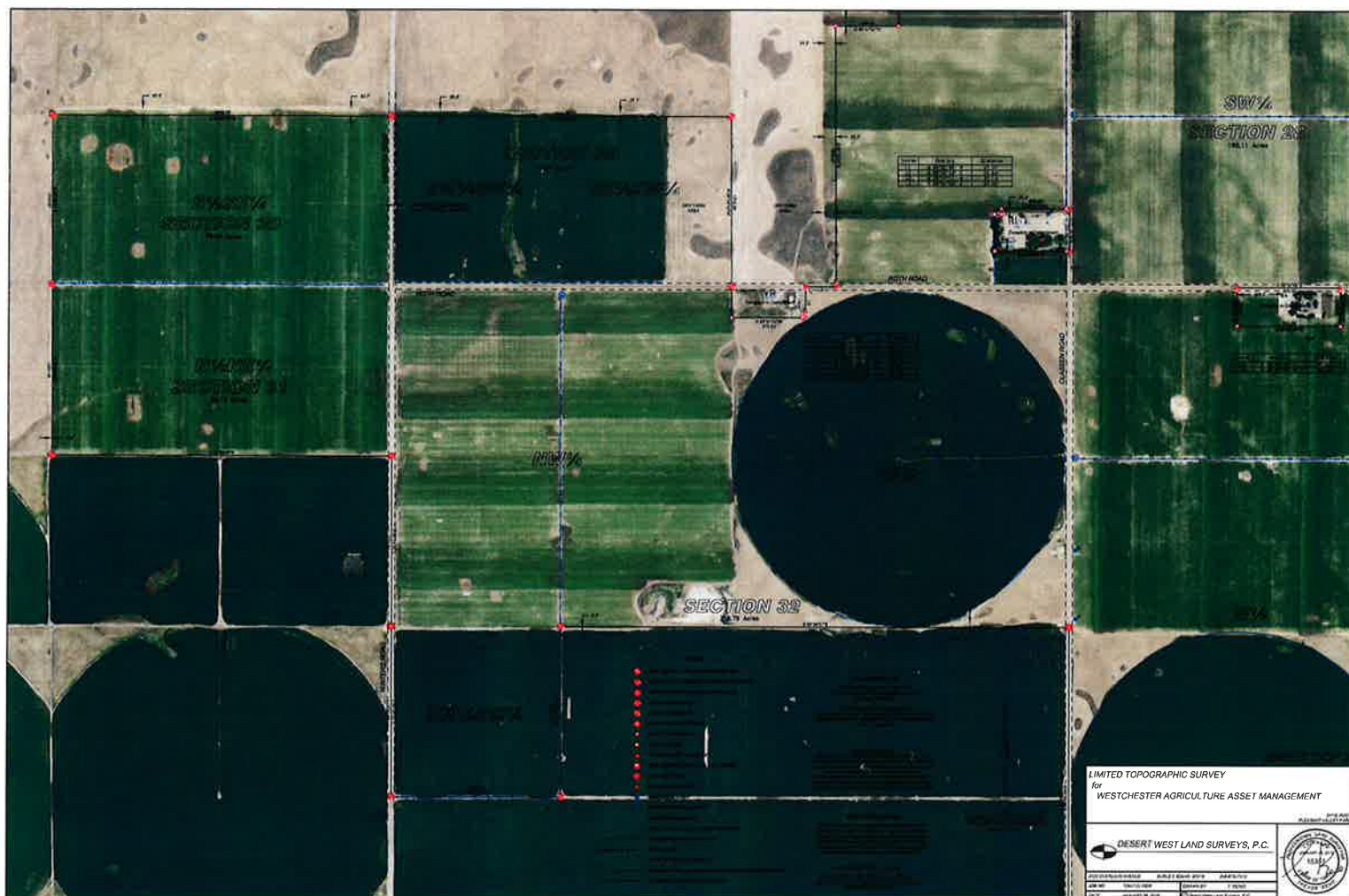
LIMITED TOPOGRAPHIC SURVEY
for
WESTCHESTER AGRICULTURE ASSET MANAGEMENT

DESERT WESTLAND SURVEY, P.C.

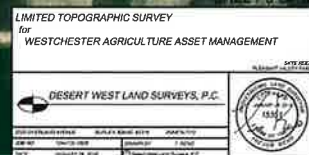
DESIGN: J. L. H. 11/11
DRAWN: J. L. H. 11/11
CHECKED: J. L. H. 11/11
DATE: 11/11

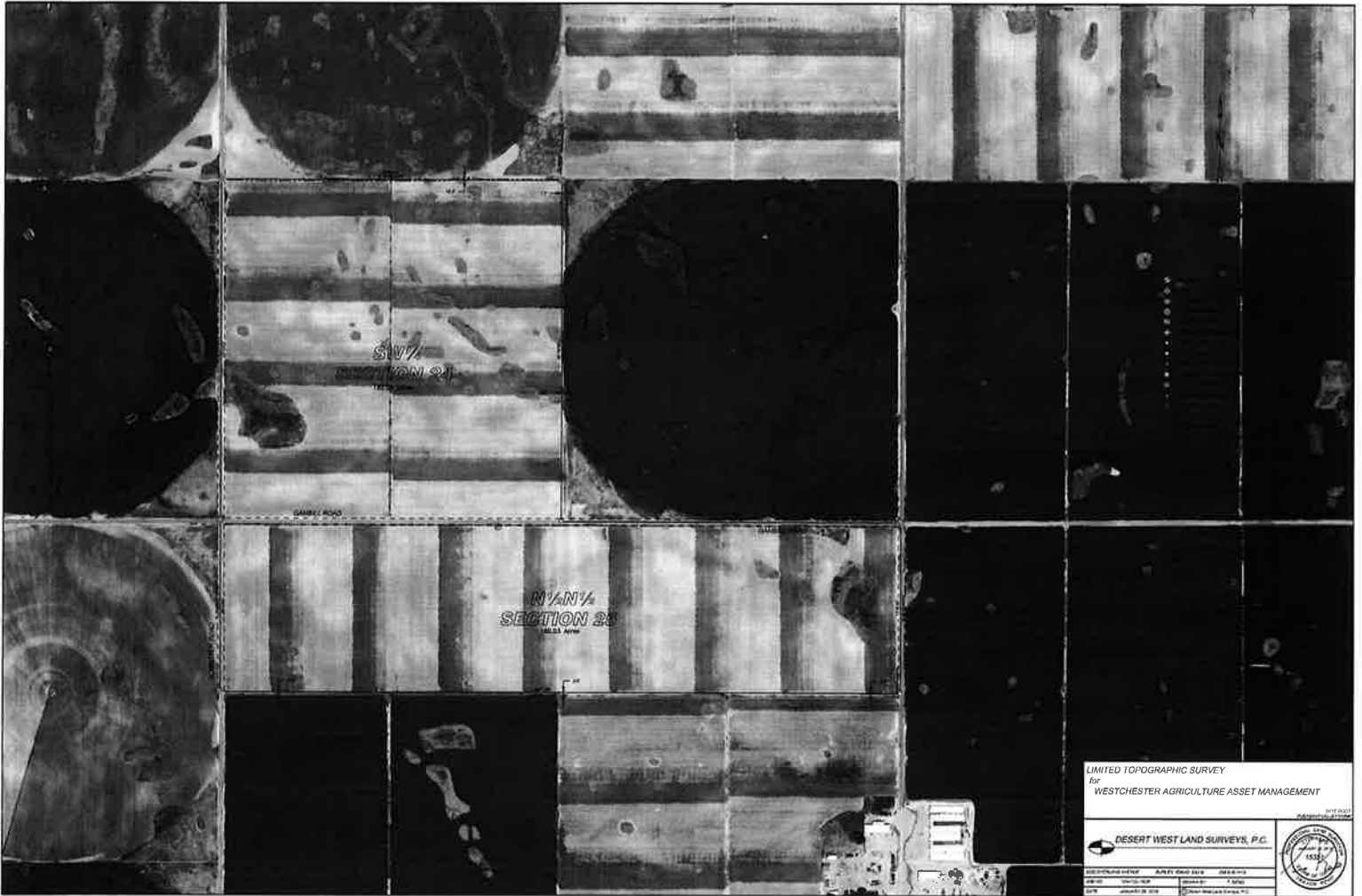
DESERT WESTLAND SURVEY, P.C.
11111
11111
11111



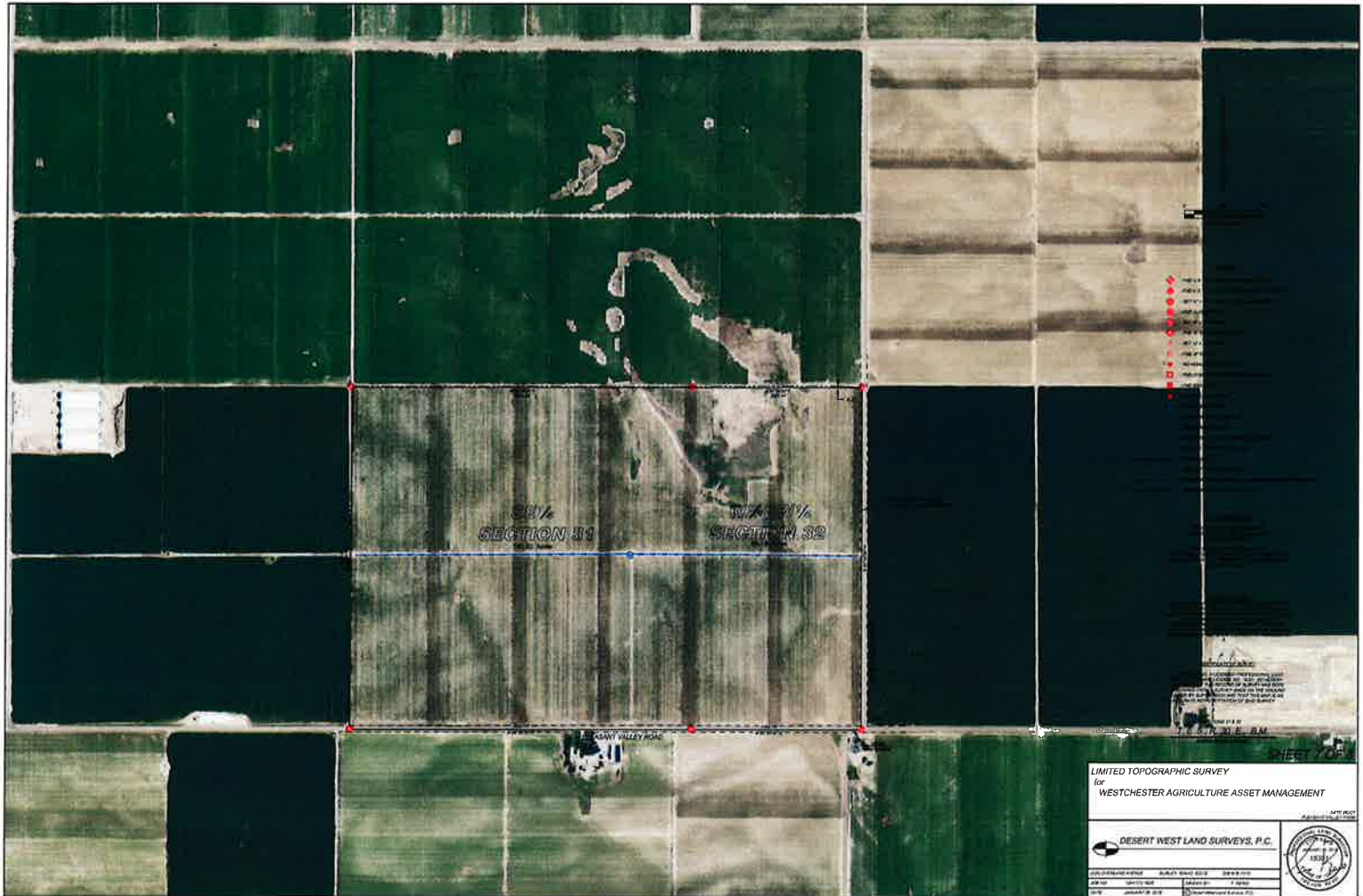








LIMITED TOPOGRAPHIC SURVEY for WESTCHESTER AGRICULTURE ASSET MANAGEMENT			
DESERT WEST LAND SURVEYS, P.C.			
PROJECT NAME	SURVEY AND DATE	JOB NO.	
SW 1/4 SECTION 24	10/10/10	1000001	
SW 1/4 SECTION 24	10/10/10	1000002	
SW 1/4 SECTION 24	10/10/10	1000003	



January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 1

L E G A L D E S C R I P T I O N

Part of the SW $\frac{1}{4}$ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

Beginning at the Southwest Corner of Section 4 in T.6 S., R.31 E., B.M. said corner marked by a brass cap; Thence North 89 degrees 48 minutes 49 seconds East along the south line of Section 4 for a distance of 49.62 feet to the easterly right of way of State Highway 39; Thence North 02 degrees 32 minutes 11 seconds East along said right of way for a distance of 836.01 feet to a $\frac{3}{8}$ " rebar at PI Station 621+96.05; Thence North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 31.62 feet; Thence South 89 degrees 22 minutes 45 seconds East for a distance of 5.91 feet to a $\frac{1}{2}$ " rebar; Thence South 89 degrees 22 minutes 45 seconds East for a distance of 221.06 feet to a $\frac{1}{2}$ " rebar which shall be the Point of Beginning;

THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 70.44 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 55 minutes 53 seconds East for a distance of 154.27 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 01 minutes 09 seconds East for a distance of 93.08 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 04 minutes 30 seconds West for a distance of 158.95 feet to a $\frac{1}{2}$ " rebar;

THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 20.01 feet to the Point Of Beginning.

Said property contains 0.33 acres more or less and is subject to any easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 2

L E G A L D E S C R I P T I O N

Part of the SW $\frac{1}{4}$ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

Beginning at the Southwest Corner of Section 4 in T.6 S., R.31 E., B.M. said corner marked by a brass cap; Thence North 89 degrees 48 minutes 49 seconds East along the south line of Section 4 for a distance of 49.62 feet to the easterly right of way of State Highway 39; Thence North 02 degrees 32 minutes 11 seconds East along said right of way for a distance of 836.01 feet to a $\frac{3}{8}$ " rebar at PI Station 621+96.05; Thence North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 31.62 feet to the Point of Beginning;

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 221.44 feet;

THENCE South 87 degrees 23 minutes 39 seconds East for a distance of 5.51 feet to a $\frac{1}{2}$ " rebar;

THENCE South 87 degrees 23 minutes 39 seconds East for a distance of 222.16 feet to a $\frac{1}{2}$ " rebar;

THENCE South 02 degrees 55 minutes 48 seconds West for a distance of 143.15 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 55 minutes 53 seconds East for a distance of 154.27 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 01 minutes 09 seconds East for a distance of 93.08 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 04 minutes 30 seconds West for a distance of 158.95 feet to a $\frac{1}{2}$ " rebar;

THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 20.01 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 22 minutes 45 seconds West for a distance of 221.06 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 22 minutes 45 seconds West for a distance of 5.91 feet to the Point Of Beginning.

Said property contains 1.46 acres more or less and is subject to any easements or right of ways, existing or of record.

PREPARED BY:

Desert West Land Surveys 2020 Overland Ave. Burley, Idaho 83318

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 3

L E G A L D E S C R I P T I O N

Part of the W½ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

Beginning at the Southwest Corner of Section 4 in T.6 S., R.31 E., B.M. said corner marked by a brass cap; Thence North 89 degrees 48 minutes 49 seconds East along the south line of Section 4 for a distance of 49.62 feet to the easterly right of way of State Highway 39 which shall be the Point of Beginning;

THENCE North 02 degrees 32 minutes 11 seconds East along said right of way for a distance of 31.16 feet to a ½" rebar;

THENCE North 02 degrees 32 minutes 11 seconds East for a distance of 804.85 feet to a ¾" rebar at PI Station 621+96.05;

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 31.62 feet;

THENCE South 89 degrees 22 minutes 45 seconds East for a distance of 5.91 feet to a ½" rebar;

THENCE South 89 degrees 22 minutes 45 seconds East for a distance of 221.06 feet to a ½" rebar;

THENCE South 02 degrees 55 minutes 48 seconds West for a distance of 20.01 feet to a ½" rebar;

THENCE South 89 degrees 04 minutes 30 seconds East for a distance of 158.95 feet to a ½" rebar;

THENCE North 00 degrees 01 minutes 09 seconds West for a distance of 93.08 feet to a ½" rebar;

THENCE South 89 degrees 55 minutes 53 seconds West for a distance of 154.27 feet to a ½" rebar;

THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 143.15 feet to a ½" rebar;

THENCE North 87 degrees 23 minutes 39 seconds West for a distance of 222.16 feet to a ½" rebar;

THENCE North 87 degrees 23 minutes 39 seconds West for a distance of 5.51 feet to the easterly right of way of State Highway 39;

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 2401.57 feet to a ½" rebar;

(Con't on Page 2)

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY

PARCEL 3 (Con't)
Page 2

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 23.61 feet to the centerline of the Lowline Canal;

THENCE South 61 degrees 23 minutes 10 seconds East along said centerline for a distance of 2746.56 feet to the east line of the W $\frac{1}{2}$ of Section 4;

THENCE South 05 degrees 21 minutes 19 seconds West along said $\frac{1}{4}$ section line for a distance of 20.64 feet to a $\frac{1}{2}$ " rebar;

THENCE South 05 degrees 21 minutes 19 seconds West along said $\frac{1}{4}$ section line for a distance of 2176.36 feet to a $\frac{3}{8}$ " rebar with a 2" aluminum cap at the South $\frac{1}{4}$ Corner of Section 4;

THENCE South 89 degrees 48 minutes 49 seconds West along said section line for a distance of 2369.39 feet to the Point Of Beginning.

Said property contains 157.70 acres more or less and is subject to a right of way for the Lowline Canal and is subject to a right of way for a county road along the east and south sides and is subject to any other easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 1

L E G A L D E S C R I P T I O N

Part of the SW $\frac{1}{4}$ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

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THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 70.44 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 55 minutes 53 seconds East for a distance of 154.27 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 01 minutes 09 seconds East for a distance of 93.08 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 04 minutes 30 seconds West for a distance of 158.95 feet to a $\frac{1}{2}$ " rebar;

THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 20.01 feet to the Point Of Beginning.

Said property contains 0.33 acres more or less and is subject to any easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 2

L E G A L D E S C R I P T I O N

Part of the SW $\frac{1}{4}$ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

Beginning at the Southwest Corner of Section 4 in T.6 S., R.31 E., B.M. said corner marked by a brass cap; Thence North 89 degrees 48 minutes 49 seconds East along the south line of Section 4 for a distance of 49.62 feet to the easterly right of way of State Highway 39; Thence North 02 degrees 32 minutes 11 seconds East along said right of way for a distance of 836.01 feet to a $\frac{3}{8}$ " rebar at PI Station 621+96.05; Thence North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 31.62 feet to the Point of Beginning;

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 221.44 feet;

THENCE South 87 degrees 23 minutes 39 seconds East for a distance of 5.51 feet to a $\frac{1}{2}$ " rebar;

THENCE South 87 degrees 23 minutes 39 seconds East for a distance of 222.16 feet to a $\frac{1}{2}$ " rebar;

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THENCE North 02 degrees 55 minutes 48 seconds East for a distance of 20.01 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 22 minutes 45 seconds West for a distance of 221.06 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 22 minutes 45 seconds West for a distance of 5.91 feet to the Point Of Beginning.

Said property contains 1.46 acres more or less and is subject to any easements or right of ways, existing or of record.

PREPARED BY:

Desert West Land Surveys 2020 Overland Ave. Burley, Idaho 83318

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY



PARCEL 3

L E G A L D E S C R I P T I O N

Part of the W $\frac{1}{2}$ of Section 4 in Township 6 South, Range 31 East of the Boise Meridian, Bingham County, State of Idaho.

Beginning at the Southwest Corner of Section 4 in T.6 S., R.31 E., B.M. said corner marked by a brass cap; Thence North 89 degrees 48 minutes 49 seconds East along the south line of Section 4 for a distance of 49.62 feet to the easterly right of way of State Highway 39 which shall be the Point of Beginning;

THENCE North 02 degrees 32 minutes 11 seconds East along said right of way for a distance of 31.16 feet to a $\frac{1}{2}$ " rebar;

THENCE North 02 degrees 32 minutes 11 seconds East for a distance of 804.85 feet to a $\frac{3}{4}$ " rebar at PI Station 621+96.05;

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 31.62 feet;

THENCE South 89 degrees 22 minutes 45 seconds East for a distance of 5.91 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 22 minutes 45 seconds East for a distance of 221.06 feet to a $\frac{1}{2}$ " rebar;

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THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 2401.57 feet to a $\frac{1}{2}$ " rebar;

(Con't on Page 2)

January 30, 2018
JOB # 12447-18C1
WESTCHESTER AG ASSET SURVEY

PARCEL 3 (Con't)
Page 2

THENCE North 02 degrees 42 minutes 11 seconds East along said right of way for a distance of 23.61 feet to the centerline of the Lowline Canal;

THENCE South 61 degrees 23 minutes 10 seconds East along said centerline for a distance of 2746.56 feet to the east line of the W $\frac{1}{2}$ of Section 4;

THENCE South 05 degrees 21 minutes 19 seconds West along said $\frac{1}{4}$ section line for a distance of 20.64 feet to a $\frac{1}{2}$ " rebar;

THENCE South 05 degrees 21 minutes 19 seconds West along said $\frac{1}{4}$ section line for a distance of 2176.36 feet to a $\frac{3}{8}$ " rebar with a 2" aluminum cap at the South $\frac{1}{4}$ Corner of Section 4;

THENCE South 89 degrees 48 minutes 49 seconds West along said section line for a distance of 2369.39 feet to the Point Of Beginning.

Said property contains 157.70 acres more or less and is subject to a right of way for the Lowline Canal and is subject to a right of way for a county road along the east and south sides and is subject to any other easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 1, 2018

Global AG Properties II USA LLC
2004 Fox Dr Ste L
Champaign IL 61820

Re: Change in Ownership for Water Right No(s): 35-2448B, 35-2833B, 35-7600, 35-2825A, 35-7686B, 35-8335 & 35-8337

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note the filing fee received was \$350.00. During our review we only found 13 water rights listed on your application. The total filing fee to change 13 water rights is \$325.00. There for you are entitled to a \$25.00 refund, the department has initiated the refund and it should arrive from the state office in a couple of weeks.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, 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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Water District 120
Aberdeen American Falls Ground Water District
Pepple Cantu Schmidt PLLC

Barg, Jonie

From: Barg, Jonie
Sent: Wednesday, May 30, 2018 1:44 PM
To: Pline, Treva; Steed, Susan
Subject: Refund Request
Attachments: E044031

Treva & Susan,

Good morning!!

I have a refund request as follows:

Receipt number: E044031
Amount: \$25.00
Payable to: Pepple Cantu Schmidt PLLC
1000 2nd Ave Ste 2950
Seattle WA 98104

Reason: Total filing fee received \$350.00 for an ownership change application. There were 13 water rights listed on 2 application. (13*25=325) Therefore the applicant is 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
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
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RECEIVED

MAY 21 2018

Department of Water Resources
Eastern Region

May 17, 2018

VIA OVERNIGHT COURIER

Idaho Department of Water Resources

Eastern Region

900 N Skyline Dr., Ste A

Idaho Falls, ID 83402-1718

Re: Notice of Change in Water Right Ownership

Previous Owner: Lance Donald Funk and Lisa Irigoyen Funk

New Owner: Global AG Properties USA LLC

Pleasant Valley Farms (Lance Funk Farms)

Notice of Change in Water Right Ownership

Previous Owner: Monty Melvin Funk and Carolene Kay Funk

New Owner: Global AG Properties USA LLC

Pleasant Valley Farms (Monty Funk Farms)

To Whom It May Concern:

Enclosed please find the following documents for changes in water right ownership for the above-referenced matters.

Lance Funk Farms

1. One (1) original executed Notice of Change in Water Right Ownership Form;
2. One (1) copy of the recorded Special Warranty Deed (Midnight Sun Inv.)
3. One (1) copy of the recorded Warranty Deed;
4. One (1) copy of the Bill of Sale and Assignment of Intangible Property;
5. One (1) copy of the Record of Survey; and

Florida Office

2430 Estancia Boulevard, Suite 114

Clearwater, FL 33761

(727) 724-8585

Web

PCSLEGAL.COM

Monty Funk Farms

1. One (1) original executed Notice of Change in Water Right Ownership Form;
2. One (1) copy of the recorded Warranty Deed (Power County, Idaho);
3. One (1) copy of the recorded Warranty Deed (Bingham County, Idaho);
4. One (1) copy of the Bill of Sale and Assignment of Intangible Property;
5. One (1) copy of the Record of Survey; and

Also enclosed is a check in the amount of \$350.00 for filing fee. If you have any questions or need any additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "J. Paradise".

Jayna N. Paradise
Paralegal

Enclosures

cc: Heidi Katzer (copy included in closing binder)