

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 26 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION**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.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	47-13716			
	47-13717			
	47-17630			
	47-17631			
	47-17632			

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00** per water right or adjudication claim.

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

Rabo Agrfinance, Inc.

12443 Olive Blvd., Suite 50

St. Louis, MO 63141

Phone (314) 317-8000

Email

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

Donald & Dianna Gaalswyk

5. Expiration Date of Notification Period

October 1, 2029

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Melissa Batteiger

Title, if applicable

Melissa Batteiger, Assistant Vice President

SUPPORT DATA

IN FILE # 47-13716

For Office Use Only

Received by DM Date 4-26-2016 Receipt No. SD35419 Fee \$125-

Processed by AJ _____ Date _____ WR _____ Date _____

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
03/28/04 PM 09:24:2015
2015016523
NO. PAGES 8 FEE: \$31.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

#5023

Real Estate Term Loan: 22105724 /cav

MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("Agreement") is made as of this 16th day of September, 2015 between RABO AGRIFINANCE, INC., a DELAWARE corporation, located and having its principal office at 12443 OLIVE BLVD., SUITE 50, ST. LOUIS, MISSOURI 63141 ("Lender"/"Mortgagee"), and DONALD LEE GAALSWYK a/k/a DONALD GAALSWYK and DIANNA JEAN GAALSWYK, a/k/a DIANNA GAALSWYK, husband and wife, whose principal residence is 952 EAST 3700 NORTH, CASTLEFORD, IDAHO 83321 (whether one or more, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) a Real Estate Term Note dated September 19, 2014 for One Million Nine Hundred Thousand Dollars (\$1,900,000.00); and (ii) an Operating Line of Credit Note dated September 19, 2014 for Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Note") made by DONALD LEE GAALSWYK and DIANNA JEAN GAALSWYK (whether one or more, "Borrower"), secured by a Mortgage, Assignment of Rents and Security Agreement ("Mortgage") of even date therewith executed by Grantor to Lender and recorded as document 2014016568 in the records of TWIN FALLS COUNTY, IDAHO; and

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

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

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
3. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities,

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condition or operations.

4. The amount of loans Lender has agreed to make to Grantor as stated in the second paragraph on page 1 of the Mortgage is hereby amended from \$2,650,000.00 to \$4,165,000.00.
5. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in **Section 4** and grants the security interest under **Section 5**, to secure payment and performance of the following obligations (the "**Secured Obligations**") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated September 19, 2014, from Grantor to Lender in the original principal amount of \$1,900,000.00 as amended by the Amended and Restated Real Estate Term Loan Note dated as of the date of this Agreement in the principal amount of \$2,665,000.00; (ii) the Operating Line of Credit Note dated as of the date of this Agreement from Grantor, White Harvest Farms, LLC, an Idaho limited liability company and Windmill Farms, LLC, an Idaho limited liability company to Lender in the original principal amount of \$1,500,000.00 (the Real Estate Term Loan Note and the Operating Line of Credit Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "**Notes**"; (iii) all Hedging Obligations; and (iv) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("**Rabobank International**"), and/or Rabobank, N.A., a national banking association ("**RNA**"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "**Secured Parties**"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "**Secured Obligation Documents**"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

6. The water rights described in **Exhibit B** are hereby revised to include additional water rights represented by Permit or License number 47-13716, 47-13717, 47-17630, 47-17631 and 47-17632 issued by the Idaho Department of Water Resources.
7. All of the provisions of the Notes and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the

GRANTOR:

Donald L. Gaalswyk
DONALD LEE GAALSWYK

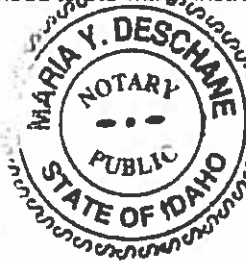
Dianna J. Gaalswyk
DIANNA JEAN GAALSWYK

STATE OF IDAHO

COUNTY OF Twin Falls)
SS

On this 23 day of September, in the year of 2015, before me, Maria Y. Deschane, a Notary Public, personally appeared DONALD LEE GAALSWYK and DIANNA JEAN GAALSWYK known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



Maria Y. Deschane
Notary Public
Printed Name: Maria Y. Deschane

My Commission Expires:

3-2-2021

Exhibit A
MODIFICATION OF MORTGAGE AGREEMENT
Legal Description
Twin Falls, Idaho

PARCEL NO. 1:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 26: N $\frac{1}{2}$ SW $\frac{1}{4}$

PARCEL NO. 2:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 26: E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

A portion of land in the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ particularly described as follows:

A parcel of land being described as the North 320 feet of the East 327 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$, Section 26, Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, Except the South 87 feet of the West 200 feet thereof.

AND

Tract No. 2:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26 being more particularly described as follows:

COMMENCING at a 5/8-inch pin with a cap stamped LS 889 marking the Southwest corner of the NW $\frac{1}{4}$ of said Section 26, being also the POINT OF BEGINNING of this land description, from which a 1/2-inch rebar with cap stamped LS 9858 bears South 89°15'57" East, at a distance of 25.00 feet;
THENCE along the West line of the NW $\frac{1}{4}$ of said Section 26, North 00°33'32" East, a distance of 243.30 feet to a point from which a 1/2 inch rebar with cap stamped LS 9858 bears South 89°15'57" East a distance of 25.74 feet;
THENCE parallel to the South line of the NW $\frac{1}{4}$ of said Section 26, South 89°15'57" East, a distance of 535.76 feet to a 1/2 inch rebar with cap stamped LS 9858 marking the beginning of a curve concave to the left having a radius of 1329.41 feet, a central angle of 26°09'31" and being subtended by a chord which bears South 65°24'53" East, 601.69 feet;
THENCE Southeasterly and easterly along said curve, a distance of 606.95 to the intersection with the South line of the NW $\frac{1}{4}$ of said Section 26, being marked by a 1/2 inch rebar with cap stamped LS 9858;
THENCE along the South line of the NW $\frac{1}{4}$ of said Section 26, North 89°15'57" West, a distance of 1085.32 feet to the POINT OF BEGINNING of this land description.

Tract No. 3:

Part of the SW ¼ of the NW ¼ of said Section 26 being more particularly described as follows:

COMMENCING at a 5/8-inch pin with a cap stamped LS 889 marking the Southwest corner of the NW ¼ of said Section 26;

THENCE along the West line of the NW ¼ of said Section 26, North 00°33'32" East, a distance of 243.30 feet to a point, being also the POINT OF BEGINNING of this land description, from which a ½ inch rebar with cap stamped LS 9858 bears South 89°15'57" East, at a distance of 25.74 feet;

Continuing along the West line of the NW ¼ of said Section 26, North 00°33'32" East, a distance of 535.20 feet to a point from which a ½ inch rebar with cap stamped LS 9858 bears South 89°15'57" East at a distance of 27.38 feet;

THENCE parallel to the South line of the NW¼ of said Section 26, South 89°15'57" East, a distance of 115.88 feet to a ½ inch rebar with cap stamped LS 9858 marking the beginning of a curve concave to the left having a radius of 1329.41 feet, a central angle of 29°41'33" and being subtended by a chord which bears South 37°29'21" East 681.26 feet;

THENCE Southeasterly along said curve, a distance of 688.94 feet to a point of cusp, being marked by a ½ inch rebar with cap stamped LS 9858;

THENCE parallel to the South line of the NW ¼ of said Section 26, North 89°15'57" West, a distance of 535.76 feet to the POINT OF BEGINNING of this land description.

PARCEL NO. 3:

Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 26: A portion of land in the East ½ of the NW ¼ particularly described as follows:

A parcel of land being described as the North 320 feet of the East 327 feet of the East ½ of the NW ¼, Section 26, Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, Except the South 87 feet of the West 200 feet thereof

PARCEL NO. 3A:

A 25.00 foot wide nonexclusive vehicular access easement along the East 25 feet of the North 320 feet of said E ½ of the NW ¼.

PARCEL NO. 4:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 26: Part of the SW ¼ of the NW ¼ of said Section 26 being more particularly described as follows:

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THENCE Southeasterly and easterly along said curve, a distance of 606.95 to the intersection with the South line of the NW ¼ of said Section 26, being marked by a ½ inch rebar with cap stamped LS 9858;

THENCE along the South line of the NW ¼ of said Section 26, North 89°15'57" West, a distance of 1085.32 feet to the POINT OF BEGINNING of this land description.

PARCEL NO. 5:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 26: Part of the Southwest ¼ of the Northwest ¼ of said Section 26 being more particularly described as follows:

COMMENCING at a 5/8-inch pin with a cap stamped LS 889 marking the Southwest corner of the NW¼ of said Section 26;

THENCE along the West line of the NW ¼ of said Section 26, North 00°33'32" East, a distance of 243.30 feet to a point, being also the POINT OF BEGINNING of this land description, from which a ½ inch rebar with cap stamped LS 9858 bears South 89°15'57" East, at a distance of 25.74 feet;

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THENCE Southeasterly along said curve, a distance of 688.94 feet to a point of cusp, being marked by a ½ inch rebar with cap stamped LS 9858;

THENCE parallel to the South line of the NW ¼ of said Section 26, North 89°15'57" West, a distance of 535.76 feet to the POINT OF BEGINNING of this land description.

PARCEL NO. 6:

Township 11 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 2: N½ SE¼

Exhibit B

Modification of Mortgage Agreement

Additional Collateral

associated with mortgage by Don Gaalswyk and Dianna Gaalswyk on land located in Twin Falls County, Idaho

(list specific additional Collateral, if any)

Certificates numbered 39878, 39478 and 39941 representing 277 shares of the capital stock of Twin Falls Canal Company and the water rights represented hereby.

All water rights represented by Permit or License numbers 47-7663F, 47-14200, 47-17503, 47-14343, 47-13716, 47-13717, 47-17630, 47-17631 and 47-17632 issued by the Idaho Department of Water Resources.



**Rabo
AgriFinance**

April 22, 2016

Idaho Department of Water Resources
Attn: Southern Region
650 Addison Avenue W, Suite 500
Twin Falls, ID 83301-5858

Laura A. Kenney
Loan Closing Specialist
Office 12443 Olive Blvd
Address Suite 50
St. Louis, MO 63141
Tel 314-317-8281
Fax 877-655-9513
Laura.Kenney@raboag.com

RECEIVED

APR 26 2016

**DEPT OF WATER RESOURCES
SOUTHERN REGION**

Re: Notice of Security Interest in a Water Right
Donald & Dianna Gaalswyk/#22105724

To Whom It May Concern:

Enclosed please find a Notice of Security Interest in a Water Right form, a check for \$125.00 to cover the required fees and a copy of our Modification of Mortgage Agreement for your files. Please return the acknowledgements for these documents to my attention.

If you have any questions or concerns, please contact me by email at laura.kenney@raboag.com or by telephone at (314) 317-8281. Thank you very much for your assistance with this matter.

Sincerely,


Laura A. Kenney
Loan Closing Specialist

Enclosures





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 28, 2016

ATTN LAURA KENNEY
RABO AGRIFINANCE INC
12443 OLIVE BLVD STE 50
ST LOUIS MO 63141

Re: Notice of Security Interest in a Water Right for Water Right 47-13716, 47-13717,
47-17630, 47-17631 and 47-17632 (Loan #221105724)

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: Donald & Dianna Gaalswyk