

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 17 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-7346 <i>OK</i>	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: STATELINE RANCH LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ADAM MARRIOTT CARTER AND PATTY ANN CARTER
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 12049 S 300 E MALAD ID 83252
Mailing address City State Zip
208-220-8053 robincattle@gmail.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: 03/03/2023
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
o \$25 per undivided water right.
o \$100 per split water right.
o 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: *Adam Carter* 3/7/2023
Signature of new owner/claimant Title, if applicable Date
Adam Carter
Print name
- Signature: *Patty Ann Carter* 3/3/2023
Signature of new owner/claimant Title, if applicable Date
Patty Ann Carter
Print name

For IDWR Office Use Only: \$25.- for this app.
Received by JB Date 3/17/2023 Receipt No. E048992 Receipt Amt. \$50.-
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 3/20/2023

MAR 30 2023

NTO-123173
Adam Marriott Carter
12049 South 300 East
Malad City, ID 83252

Microfilm No. 164439
03 Day Mar 20 23
At 01 25 O'clock PM
[Signature]
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Northern Title Company- Malad

WARRANTY DEED

Stateline Ranch, LLC,

Grantor(s) of Farr West, County of Weber, State of Utah, hereby **CONVEY AND WARRANT** to

Adam Marriott Carter and Patty Ann Carter, a married couple, husband and wife

Grantee(s) of Malad City, County of Oneida, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Exhibit "A" attached and made a part hereto

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this March 1, 2023.

SCANNED

MAR 20 2023

Stateline Ranch, LLC

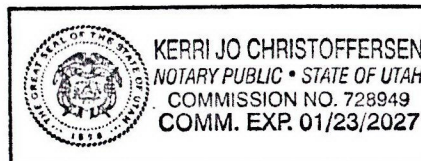
By: Petersen Properties, LLC, its sole Member

By: Steven M. Petersen
Steven M. Petersen, Manager

State of Utah }
County of Weber }§

On this 1 day of March, 2023, personally appeared before me, a Notary Public, **Steven M. Petersen**, who, being by me duly sworn, did say that he is the **Manager of Petersen Properties, LLC** the sole member of Stateline Ranch, LLC and that said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.

[Signature]
Notary Public



SCANNED

MAR 20 2023

EXHIBIT A

Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho
 Section 26: All that portion lying West of the center line of the Malad River,

EXCEPT: That land sold to Woodrow Clark and described as follows: (T-2735) Beginning at the SW Corner of Section 26, Township 16 South, Range 36 East, Boise Meridian; thence running North along the Section line between Sections 26 and 27, Township 16 South, Range 36 East, Boise Meridian, 2990 feet, more or less, to a point of intersection with the West Boundary line of railroad right-of-way; thence running in a Southeasterly direction along the West boundary line of said railroad right-of-way 3050 feet, more or less, to the South Section line of Section 26 (Utah-Idaho State line); thence West along said South Section line 500 feet, more or less, to the point of beginning (T-2742)

ALSO,

Commencing at the NE Corner of the SE 1/4 of Section 27, Township 16 South, Range 36 East, Boise Meridian; thence running West 164.5 rods, thence South 5 °30' West 73 rods 1 foot; thence East 130.5 rods, thence South 86 rods 14.5 feet to the Utah-Idaho Boundary line; thence East 41 rods, thence North 160 rods to the point of beginning. (T-621)

ALSO,

Beginning at the SW Corner of Section 26, Township 16 South, Range 36 East, Boise Meridian; thence running North along the Section line between Sections 26 and 27, Township 16 South, Range 36 East, Boise Meridian. 2990 feet, more or less to a point of intersection with the West Boundary line of railroad right-of-way; thence running in a Southeasterly direction along the West boundary line of said railroad right of way 3050 feet, more or less, to the South Section line of Section 26 (Utah-Idaho State Line); thence West along said South Section line 500 feet; more or less, to the point of beginning. (T-2735).

ALSO;

Commencing at the Northeast corner of the Southeast quarter of Section 27, Township 16 South, Range 36 East, Boise Meridian and running West 164.5 Rods; thence South 05°30' West 980.5 Feet, the true point of beginning; thence East 775 feet; thence South 05°30' West 225 feet; thence West 775 feet; thence North 05°30' East 225 feet; to the true point of beginning. (T-5616)

ALSO:

A PARCEL OF LAND BEING A PORTION OF LAND DESCRIBED IN DEED INST. NO. 150198, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89°56'01" WEST, ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 2714.25 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 160454, BEING A POINT ON THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 150198, ALSO BEING THE POINT OF BEGINNING.
 THENCE SOUTH 05°33'59" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INST. NO. 150198, A DISTANCE OF 1205.50 FEET; THENCE NORTH 89°56'01" WEST A DISTANCE OF 44.18 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF SOUTH 300 WEST; THENCE NORTH 04°20'39" EAST, ALONG THE APPROXIMATE CENTER LINE OF SAID SOUTH 300 WEST, A DISTANCE OF 1203.30 FEET TO A POINT ON THE LATITUDINAL CENTER LINE OF SAID SECTION 27; THENCE SOUTH 89°56'01" EAST, ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 69.97 FEET TO THE POINT OF BEGINNING.

SCANNED

MAR 20 2023

EXCEPT THE FOLLOWING 2 PARCELS:

EXCEPTING THEREFROM:

Parcel A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR W/2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89° 56' 01" WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 27, A DISTANCE OF 2094.22 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00° 33' 36" WEST A DISTANCE OF 498.63 FEET; THENCE NORTH 89° 56' 01" WEST A DISTANCE OF 723.00 FEET TO THE APPROXIMATE CENTERLINE OF SOUTH 300 WEST;
THENCE NORTH 04° 20' 39" EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID SOUTH 300 WEST, A DISTANCE OF 500.00 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 27; THENCE SOUTH 89° 56' 01" EAST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 27, A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

Parcel B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR W/2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE SOUTH 67° 53' 30" WEST A DISTANCE OF 2265.24 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00° 45' 00" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 89° 56' 01" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 00° 45' 00" EAST A DISTANCE OF 330.00 FEET;
THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 15 FOOT WIDE ACCESS AND UTILITY EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO, THE SIDELINES OF SAID EASEMENT BEING 7.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR WITH 2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89° 56' 01" WEST, ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 2784.22 FEET TO THE APPROXIMATE CENTERLINE OF S 300 W; THENCE SOUTH 04° 20' 39" WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID S 300 W, A DISTANCE OF 1195.78 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 771.19 FEET TO THE POINT OF TERMINUS.

SCANNED

MAR 20 2023

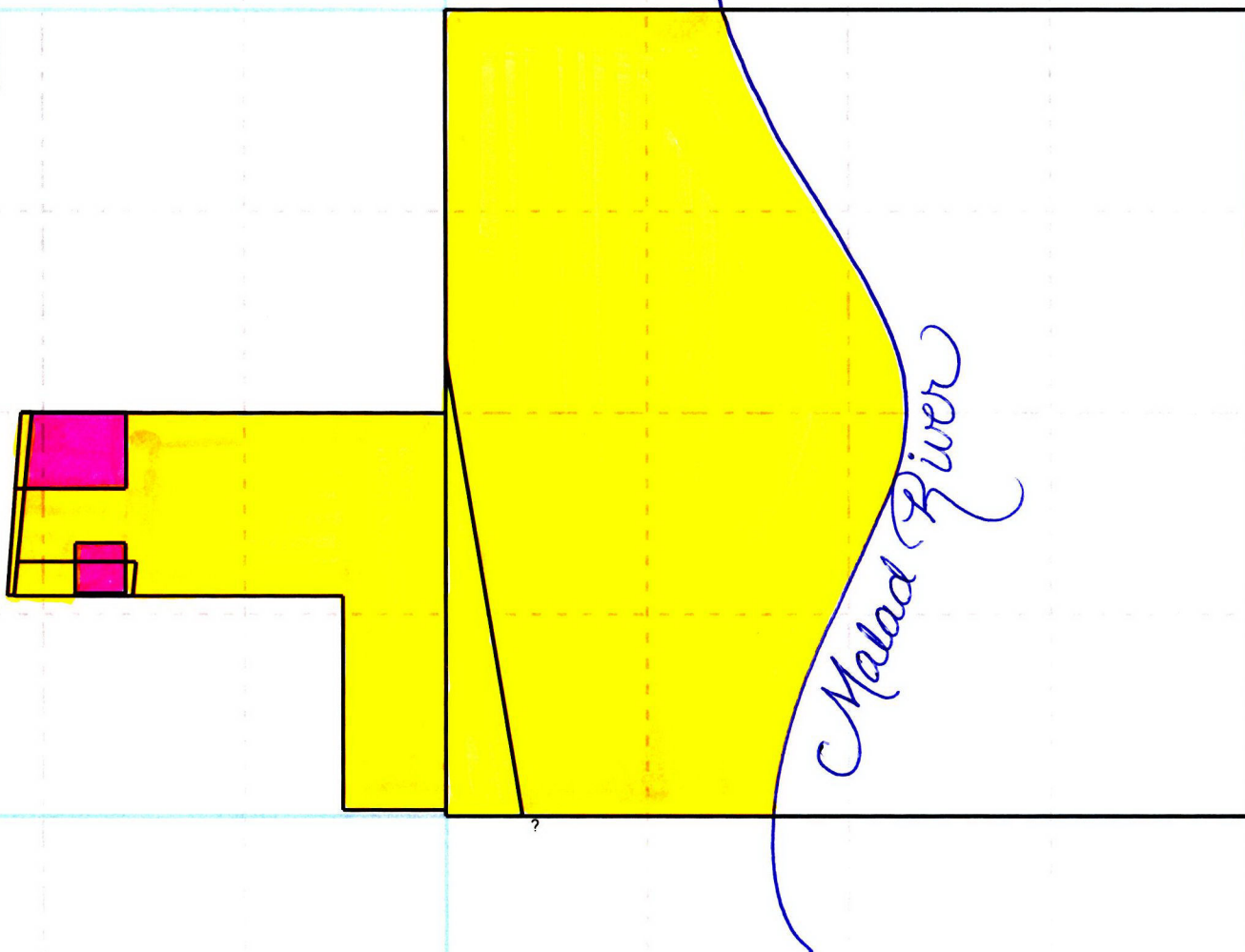
Carter Property

Exception/Included Exceptions

excepted
as parcel
T2742

included
as parcel
T2735

T2742 T2735
Same legal



3/17/2023

Scale: 1 inch= 1200 feet

File:

Tract 1: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.

Tract 2: 17.1602 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6522 ft.

Tract 3: 99.1188 Acres, Closure: s00.0339e 39.55 ft. (1/273), Perimeter=10790 ft.

Tract 4: 17.1602 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6522 ft.

Tract 5: 3.9847 Acres (173572 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2000 ft.

Tract 6: 1.5722 Acres (68487 Sq. Feet), Closure: n62.1039w 0.01 ft. (1/501258), Perimeter=2523 ft.

Tract 7: 8.0869 Acres (352267 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/543733), Perimeter=2412 ft.

Tract 8: 2.4998 Acres (108892 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1320 ft.

SCANNED

MAR 20 2023

Tract Data and Deed Calls

Tract 01: 640.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21120 ft.
Tract 02: 17.1602 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6522 ft.
Tract 03: 99.1188 Acres, Closure: s00.0339e 39.55 ft. (1/273), Perimeter=10790 ft.
Tract 04: 17.1602 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6522 ft.
Tract 05: 3.9847 Acres (173572 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2000 ft.
Tract 06: 1.5722 Acres (68487 Sq. Feet), Closure: n62.1039w 0.01 ft. (1/501258), Perimeter=2523 ft.
Tract 07: 8.0869 Acres (352267 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/543733), Perimeter=2412 ft.
Tract 08: 2.4998 Acres (108892 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1320 ft.
Tract 08: 2.4998 Acres (108892 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1320 ft.

1: /ne,26,16s,36e
2: s0w 5280.00
3: s90w 5280.00
4: n0e 5280.00
5: n90e 5280.00
6: @0
7: /sw,26,16s,36e
8: n00e 2990
9: s09.2936e 3031.52 ;?
10: n90w 500
11: @0
12: /ne,se,27,16s,36e
13: n90w 2714.25
14: s5.30w 1205.5
15: n90e 2153.25
16: s00e 1400.5
17: n90e 676.5
18: n00e 2640
19: @0
20: /sw,26,16s,36e
21: n00e 2990
22: s09.2936e 3031.52 ;?
23: n90w 500
24: @0
25: /ne,se,27,16s,36e
26: /n90w 2714.25
27: /s05.30w 980.5
28: n90e 775
29: s05.30w 225
30: n90w 775
31: n05.30e 225.00
32: @0
33: /ne,se,27,16s,36e
34: /n89.5601w 2714.25
35: s05.3359w 1205.50
36: n89.5601w 44.18
37: n04.2039e 1203.30
38: s89.5601e 69.97
39: @0
40: /ne,se,27,16s,36e
41: /n89.5601w 2094.22
42: s00.3336w 498.63
43: n89.5601w 723.00
44: n04.2039e 500.00
45: s89.5601e 690.00
46: @0
47: /ne,se,27,16s,36e
48: /s67.5330w 2265.24
49: s00.4500w 330
50: n89.5601w 330.00
51: n00.4500e 330
52: s89.5601e 330.00

SCANNED

MAR 20 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 17 2023

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)

Department of Water Resources
Eastern Region

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.
	15-7346 <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 THE
FARM SERVICE AGENCY

98 E. 800 N., SUITE 2

PRESTON, ID 83263

Phone 208-852-0482

Email keaton.smart@usda.gov

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

ADAM MARRIOTT CARTER AND PATTY ANN CARTER

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable

Farm Loan Manager

For Office Use Only

Received by *JB*

Date *3/17/2023*

Receipt No. *E048992*

Fee *\$50.-*

Processed by AJ

Date

WR *JB*

Date *3/20/2023*

\$25.- for this app.

MAR 20 2023

164441

Microfilm No. 164441
03 Day Mar 20 23
 At 01 55 O'clock PM
Natall Murphy
 Oneida Co. Recorder
 Fee \$ 45.00 Deputy
 Recorded at Request of
Northern Title Company- Malad

This Mortgage is junior and subordinate to only that mortgage executed by Adam Marriott Carter and Patty Ann Carter, husband and wife, and delivered to AgWest Farm Credit, dated Feb. 10, 2023 and recorded as Instrument No. 164440.

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

NT0-123173A

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on March 3, 2023. The mortgagor is ADAM MARRIOTT CARTER
And PATTY ANN CARTER, Husband and wife ("Borrower"), whose mailing address is 12049 S 300 E

Malad, Idaho 83252. This instrument is given to the United States of America, acting
 through the Farm Service Agency, United States Department of Agriculture ("Government") located at 98 E 800 N, Suite 2,
Preston, Idaho 83263

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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 3, 2023	\$600,000.00	2.7500%	March 3, 2063

(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 Oneida

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 KAC date 3/3/2023

FSA-2029 ID (05-04-18) Page 1 of 7

SCANNED

MAR 20 2023

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 AC date 3/3/23

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.

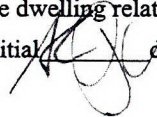
17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security 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  date 3/3/23

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 purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

Initial AG date 3/3/2023

164441
By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider attached by
Borrower and recorded with this instrument.

Adam Marriott Carter (SEAL)
Adam Marriott Carter (SEAL)

Patty Ann Carter (SEAL)
Patty Ann Carter (SEAL)

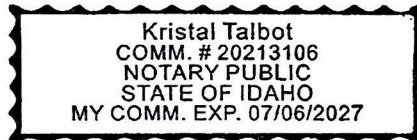
ACKNOWLEDGMENTS

STATE OF IDAHO }
COUNTY OF Oneida } ss. (Individual)

On this 3rd day of March, 2023, before me personally appeared Adam Marriott Carter
and Patty Ann Carter, husband and wife, 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:

7/06/2027



[Signature]
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 [Signature] date 3/2/23

STATE OF IDAHO

COUNTY OF _____

}

ss. (Corporation)

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

COUNTY OF _____

}

ss. (Partnership)

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

_____, a _____ partnership.

My commission expires:

NOTARY PUBLIC

Initial AC date 3/3/2023

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, audiotope, 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  date 7/7/2023

FSA-2029 ID (05-04-18) Page 7 of 7

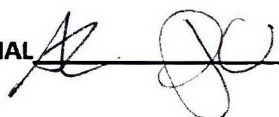
SCANNED

MAR 20 2023

EXHIBIT "A"

Township 16 South, Range 36 East, Boise Meridian, Oneida County, Idaho
Section 26: All that portion lying West of the center line of the Malad River,
EXCEPT: That land sold to Woodrow Clark and described as follows: (T-2735) Beginning at the SW Corner of
Section
26, Township 16 South, Range 36 East, Boise Meridian; thence running North along the Section line between
Sections
26 and 27, Township 16 South, Range 36 East, Boise Meridian, 2990 feet, more or less, to a point of intersection
with the
West Boundary line of railroad right-of-way; thence running in a Southeasterly direction along the West boundary
line of
said railroad right-of-way 3050 feet, more or less, to the South Section line of Section 26 (Utah-Idaho State line);
thence
West along said South Section line 500 feet, more or less, to the point of beginning (T-2742)
ALSO,
Commencing at the NE Corner of the SE 1/4 of Section 27, Township 16 South, Range 36 East, Boise Meridian;
thence
running West 164.5 rods, thence South 5°30' West 73 rods 1 foot; thence East 130.5 rods, thence South 86 rods 14.5
feet
to the Utah-Idaho Boundary line; thence East 41 rods, thence North 160 rods to the point of beginning. (T-621)
ALSO,
Beginning at the SW Corner of Section 26, Township 16 South, Range 36 East, Boise Meridian; thence running
North
along the Section line between Sections 26 and 27, Township 16 South, Range 36 East, Boise Meridian. 2990 feet,
more
or less to a point of intersection with the West Boundary line of railroad right-of-way; thence running in a
Southeasterly
direction along the West boundary line of said railroad right of way 3050 feet, more or less, to the South Section line
of
Section 26 (Utah-Idaho State Line); thence West along said South Section line 500 feet; more or less, to the point of
beginning. (T-2735).
ALSO;
Commencing at the Northeast corner of the Southeast quarter of Section 27, Township 16 South, Range 36 East,
Boise
Meridian and running West 164.5 Rods; thence South 05°30' West 980.5 Feet, the true point of beginning; thence
East
775 feet; thence South 05°30' West 225 feet; thence West 775 feet; thence North 05°30' East 225 feet; to the true
point of
beginning. (T-5616)
ALSO:
A PARCEL OF LAND BEING A PORTION OF LAND DESCRIBED IN DEED INST. NO. 150198, LOCATED
IN
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA
COUNTY,
IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR
WITH 2
INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89°56'01" WEST, ALONG THE
LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 2714.25 FEET TO THE
NORTHWEST
CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 160454, BEING A POINT ON THE
EASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 150198, ALSO
BEING THE POINT OF BEGINNING.

INITIAL



DATE

3/3/2023

Page 1 of 3

MAR 20 2023

THENCE SOUTH 05°33'59" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INST. NO. 150198, A DISTANCE OF 1205.50 FEET; THENCE NORTH 89°56'01" WEST A DISTANCE OF 44.18 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF SOUTH 300 WEST; THENCE NORTH 04°20'39" EAST, ALONG THE APPROXIMATE CENTER LINE OF SAID SOUTH 300 WEST, A DISTANCE OF 1203.30 FEET TO A POINT ON THE LATITUDINAL CENTER LINE OF SAID SECTION 27; THENCE SOUTH 89°56'01" EAST, ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 69.97 FEET TO THE POINT OF BEGINNING.
EXCEPT THE FOLLOWING 2 PARCELS:
EXCEPTING THEREFROM:

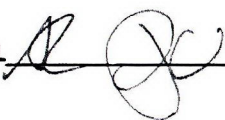
Parcel A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO. DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR W/2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89° 56' 01" WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 27, A DISTANCE OF 2094.22 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 00° 33' 36" WEST A DISTANCE OF 498.63 FEET; THENCE NORTH 89° 56' 01" WEST A DISTANCE OF 723.00 FEET TO THE APPROXIMATE CENTERLINE OF SOUTH 300 WEST; THENCE NORTH 04° 20' 39" EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID SOUTH 300 WEST, A DISTANCE OF 500.00 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 27; THENCE SOUTH 89° 56' 01" EAST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 27, A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM:

Parcel B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR W/2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE SOUTH 67° 53' 30" WEST A DISTANCE OF 2265.24 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 00° 45' 00" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 89° 56' 01" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 00° 45' 00" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.
SUBJECT TO AND TOGETHER WITH A 15 FOOT WIDE ACCESS AND UTILITY EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 36 EAST, B.M., ONEIDA COUNTY, IDAHO, THE SIDELINES OF SAID EASEMENT BEING 7.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 27 BEING MARKED BY A 5/8 INCH REBAR WITH 2.5 INCH ALUMINUM CAP STAMPED LS 13023 2020; THENCE NORTH 89° 56' 01" WEST, ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 27, A DISTANCE OF 2784.22 FEET TO THE APPROXIMATE CENTERLINE OF S 300 W; THENCE SOUTH 04° 20' 39" WEST, ALONG THE APPROXIMATE CENTERLINE

INITIAL



DATE

3/3/2023

ADAM MARRIOTT CARTER
PATTY ANN CARTER

164441

OF SAID S 300 W, A DISTANCE OF 1195.78 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 771.19 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

- 7,500 s.f. steel beam frame hay shed with metal roof
- Pipe corrals
- Wood corrals

Irrigation Equipment:

- 1-200 h.p. Motor with turbine pump SN: 1512078
- 1-variable frequency drive system
- 1-8 tower Valley pivot
- 1-6 tower Valley pivot
- 2-5 tower Valley pivots

And all irrigation equipment of every kind and character attached to the properties described above. Including but not limited to, pumps, motors, and mainline. All hand lines, wheel lines, and pivots, together with substitutions, replacements and any irrigation equipment acquired hereafter.

All water and water rights, ditches, and ditch rights used thereon or appurtenant thereto. Including, but not limited to the following:

- Samaria Lake Irrigation Company: 6 shares
- Idaho Department of Water Resources on Water Right 15-7346.

INITIAL



DATE

3/3/2023

Page 3 of 3

SCANNED

MAR 20 2023



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 20, 2023

ADAM MARRIOT CARTER
PATTY ANN CARTER
12295 S 300 E
MALAD CITY ID 83252-6657

Re: Change in Ownership for Water Right No(s): 15-7346

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.

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) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

c: USDA FARM SERVICE AGENCY



Farm
Production
and
Conservation

Farm
Service
Agency

Franklin County FSA Office
98 East 800 North, Suite 2
Preston, Idaho 83263
Phone: 208-852-0482
Fax: 855-504-3537

March 15, 2023

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

RECEIVED

MAR 17 2023

Department of Water Resources
Eastern Region

RE: Water Right 15-7346

To Whom it may concern,

Enclosed is a check payable to IDWR in the amount of \$50, notice of Change in Water Right Ownership and Notice of Security Interest in a Water Right, copy of mortgage with legal, and deed for Water Right No. 15-7346 and Adam and Patty Carter.

If you have any questions or need additional information, please feel free to contact my office at (208) 852-0562.

Sincerely,

Keaton Smart
Farm Loan Manager



Farm
Production
and
Conservation

Farm
Service
Agency

Franklin County FSA Office
98 East 800 North, Suite 2
Preston, Idaho 83263
Phone: 208-852-0482
Fax: 855-504-3537

March 15, 2023

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

RECEIVED

MAR 17 2023

Department of Water Resources
Eastern Region

RE: Water Right 15-7346

To Whom it may concern,

Enclosed is a check payable to IDWR in the amount of \$50, notice of Change in Water Right Ownership and Notice of Security Interest in a Water Right, copy of mortgage with legal, and deed for Water Right No. 15-7346 and Adam and Patty Carter.

If you have any questions or need additional information, please feel free to contact my office at (208) 852-0562.

Sincerely,

Keaton Smart
Farm Loan Manager



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 20, 2023

USDA FARM SERVICE AGENCY
98 E 800 N STE 2
PRESTON ID 83263-5538

RE: Notice of Security Interest for Water Right/Permit No(s): 15-7346

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.

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 Baily
Technical Records Specialist 1

Enclosure(s)

cc: ADAM MARRIOT CARTER
PATTY ANN CARTER

SCANNED

MAR 20 2023