

STATE OF IDAHO DEPARTMENT OF WATER
RESOURCES

RECEIVED
JUN 15 2021
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.
See attached			
Exhibit A			

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

MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
10801 Mastin Boulevard, Suite 700
Overland Park KS 66210

4. Name of Water Right Owner/Claimant(s) Big Sky Dairy, an Idaho limited partnership

5. Expiration Date of Notification Period March 10, 2041

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s) MetLife Real Estate Lending LLC,
a Delaware limited liability company
By: MetLife Investment Management, LLC,
its investment manager

By: Jonathan B. Dressler
Name: Jonathan B. Dressler
Title: Its Authorized Signatory and Director

For Office Use Only

Received by SG Date 6/15/21 Receipt No. 5038635 Fee \$2,650.00
Processed by AJ _____ Date _____ WR SM Date 1-14-2022

EXHIBIT 'A'

Big Sky

Loan No: 201687, 201757 and 201758

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING****IDWR – WATER RIGHTS**

Water Right (License/Decree #)	Water Source	Priority Date
45-2356A	GROUND WATER	27-Nov-50
45-2377B	GROUND WATER	14-May-51
45-2394	GROUND WATER	16-Oct-51
45-2396	GROUND WATER	13-Sep-51
45-2534A	GROUND WATER	4-Sep-56
45-2606A	GROUND WATER	3-Mar-60
45-2652	GROUND WATER	16-May-61
45-2685	GROUND WATER	19-Jan-63
45-7012	GROUND WATER	11-Sep-67
45-7147	GROUND WATER	31-Jul-73
45-7148	GROUND WATER	31-Jul-73
45-7258	GROUND WATER	2-Feb-76
45-7276	GROUND WATER	13-Oct-76
45-7335	GROUND WATER	19-Sep-78
45-7340A	GROUND WATER	2-Feb-78
45-7355	GROUND WATER	21-Aug-78
45-13549	GROUND WATER	21-Aug-78
45-13853	GROUND WATER	30-Jun-85
45-13854	GROUND WATER	30-Jun-85
36-2671C	GROUND WATER	9-Jan-67
36-2671G	GROUND WATER	9-Jan-67
36-2671K	GROUND WATER	9-Jan-67
36-2671L	GROUND WATER	9-Jan-67
36-7157D	GROUND WATER	16-Feb-71
36-7366A	GROUND WATER	13-Aug-73
36-7366B	GROUND WATER	13-Aug-73
36-7367C	GROUND WATER	13-Aug-73
36-7367G	GROUND WATER	13-Aug-73
36-7367K	GROUND WATER	13-Aug-73
36-7367L	GROUND WATER	13-Aug-73
36-7381C	GROUND WATER	19-Sep-73
36-7381G	GROUND WATER	19-Sep-73
36-7381K	GROUND WATER	19-Sep-73
36-7381L	GROUND WATER	19-Sep-73
36-7402	GROUND WATER	8-Nov-73
36-7445C	GROUND WATER	21-Feb-74
36-7445G	GROUND WATER	21-Feb-74
36-7445K	GROUND WATER	21-Feb-74
36-7445L	GROUND WATER	21-Feb-74
36-7480D	GROUND WATER	31-May-74
36-7480H	GROUND WATER	31-May-74

Water Right (License/Decree #)	Water Source	Priority Date
36-7480L	GROUND WATER	31-May-74
36-7480M	GROUND WATER	31-May-74
36-11141	GROUND WATER	10-May-58
37-84B	BIG WOOD RIVER	5/15/1897
37-675A	BIG WOOD RIVER	5/20/1897
37-20724	GROUND WATER	16-Feb-71
37-20725	GROUND WATER	16-Feb-71
37-20731	GROUND WATER	3-Jun-75
37-20732	GROUND WATER	3-Jun-75
37-20858	GROUND WATER	1-Jan-71
37-20859	GROUND WATER	1-Jan-74
37-20860	GROUND WATER	1-Jan-75
37-20861	GROUND WATER	1-Jan-82
37-20862	GROUND WATER	1-Jan-92
37-2687A	GROUND WATER	8-Mar-63
37-2433	BIG WOOD RIVER	12-May-26
37-7247	GROUND WATER	10-Jul-73
37-7388	GROUND WATER	30-Sep-74
37-7419B	GROUND WATER	29-Jan-75
37-7419C	GROUND WATER	29-Jan-75
37-7435A	GROUND WATER	22-Apr-75
37-7639A	GROUND WATER	8-Jul-77
37-7805	GROUND WATER	25-Mar-75
37-8054	GROUND WATER	1-Jul-83
37-12831	GROUND WATER	1-Jan-40
37-12832	GROUND WATER	31-May-19
37-12833	GROUND WATER	1-Jan-77
37-12835	GROUND WATER	31-May-18
37-7440A	GROUND WATER	31-May-74
37-12911	GROUND WATER	15-Mar-55
51-2185	GROUND WATER	9-Dec-63
51-2186	GROUND WATER	9-Dec-63
51-2188	GROUND WATER	11-Jan-64
51-2189	GROUND WATER	24-Dec-63
51-7014	GROUND WATER	19-Feb-68
51-7018	GROUND WATER	5-Apr-68
51-7030	GROUND WATER	30-Sep-68
51-7038	GROUND WATER	20-Jun-69
51-10046	GROUND WATER	30-Jun-85
51-10137	GROUND WATER	30-Sep-75
51-10201	GROUND WATER	1-Mar-77
51-10290	GROUND WATER	20-May-71
51-10291	GROUND WATER	20-May-68
51-10292	GROUND WATER	31-Dec-71
51-13117	GROUND WATER	19-Feb-68
37-2679	GROUND WATER	28-Sep-62
37-7005	GROUND WATER	22-Nov-67
37-7488	GROUND WATER	15-Apr-76
37-10537	GROUND WATER	15-Apr-24
37-10538	GROUND WATER	15-Apr-24

Water Right (License/Decree #)	Water Source	Priority Date
37-20721	GROUND WATER	10-Jan-73
37-22158	GROUND WATER	10-Jan-73
37-22159	GROUND WATER	10-Jan-73
37-20857	GROUND WATER	10-Aug-25
37-8751	GROUND WATER	11-Jun-91
37-7458A	GROUND WATER	14-Oct-75
37-11157	GROUND WATER	1-Jul-45
37-8865	GROUND WATER	25-Mar-74
37-19820	GROUND WATER	31-Dec-46
37-19821	GROUND WATER	31-Dec-76

Canal Share Certificate Water Rights

THIS INSTRUMENT PREPARED BY:
Kate R. Mathews
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101-4109

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
MetLife Real Estate Lending LLC
c/o MetLife Investment Management,
205 East River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

21405245

Space above this line for Recorder's Use

Big Sky
Loan No: 201687, 201757 and 201758

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

*(This Mortgage is executed in five (5) original counterparts for concurrent recording
in Cassia, Gooding, Lincoln, Owyhee and Twin Falls Counties, Idaho)*

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS MORTGAGE HAS BEEN
EXECUTED IN FIVE COUNTERPARTS, EACH OF WHICH SHALL BE TAKEN TO BE AN ORIGINAL,
AND ALL OF WHICH TOGETHER OR ANY ONE THEREOF SHALL BE DEEMED TO CONSTITUTE
BUT ONE AND THE SAME INSTRUMENT.

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING
UNDER THE UCC

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of May 21, 2021, and is by BIG SKY DAIRY, an Idaho general
partnership ("**Grantor**"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware limited
liability company ("**Mortgagee**").

Mortgagee has agreed to make loans in the combined total original principal sum of
(the "**Loan**") to Grantor, MICHAEL J BOSMA ("**M. Bosma**"), RUSSELL VISSER ("**R.
Visser**"), GOODING HEIFER RANCH, LLC, an Idaho limited liability company ("**Gooding**"), SKYLINE
DAIRY, LLC, an Idaho limited liability company ("**Skyline**"), JENNIFER M VISSER ("**J. Visser**"), and
RACHEL M BOSMA ("**R. Bosma**") (Grantor, M. Bosma, R. Visser, Gooding, Skyline, J. Visser, and R.
Bosma are individually and collectively, "**Borrower**") under the terms and conditions of the Promissory Note
by Borrower in favor of Mortgagee dated as of the date of this mortgage (the "**Note**").

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Note and payment and performance of all other
Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants,
bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right,
title and interest which Grantor now has or may later acquire in the following, wherever located, and whether
constituting real estate or personal property (individually and collectively, the "**Property**"): (1) the real estate
and any interest in the real estate located in Cassia County, Gooding County, Lincoln County, Owyhee
County and Twin Falls County, Idaho, and described in EXHIBIT A (the "**Land**"); (2) buildings, structures,
improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm
products storage and handling units and equipment, and fences, gates and loading chutes (the
"**Improvements**"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection

Mortgage
Big Sky Dairy
Loan Nos. 201757, 201758 and 201687
110011397.2 0053564-00508

equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than farm machinery, rolling stock and implements customarily towed) and all livestock handling fixtures and other non-rolling stock necessary to run the dairy business, including, but not limited to, milk handling, milk storage, milk processing and milking equipment located on the Land, including dairy equipment and fixtures, including but not limited to those items shown on EXHIBIT B, attached hereto (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT C, attached hereto ("**Water Rights**"); (7) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (8) timber now or hereafter standing on or cut from the Land; (9) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (10) permits and licenses relating or pertaining to the use or enjoyment of the Property; (11) all milk, cream, and other dairy products, and all receivables thereof (the "**Dairy Products**"); (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property ("**Insurance Claims**"); (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements ("**Condemnation Awards**"); (14) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (15) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "**Rents**").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "**License**"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor.

Subject to the License, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property that may be characterized as personal property (the "**Personalty**"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below, (a) if Grantor is an individual, is Grantor's principal residence; (b) if Grantor is other than an individual and has only one place of business, is Grantor's principal place of business; and (c) if Grantor is anything other than an individual and has more than one place of business, is Grantor's chief executive office. The address for Mortgagee in Article 7 is its address as secured party under the Uniform Commercial Code as adopted in the Governing Law State (the "**UCC**").

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "**Secured Obligations**"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

General. The scheduled maturity date of the latest to mature of the Loans is March 10, 2041. 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 Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental**

Indemnity"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Note expressly provides that Mortgagee may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

ARTICLE 5 – WARRANTY AND COVENANTS

Warranty of Title. Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing (defined in the Note), Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

Maintenance of Property. Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

Water Rights. Grantor shall maintain the Water Rights during the term of the Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

Assignment of Milk Proceeds. As additional collateral and to further secure the Note and other Secured Obligations of Borrower, Grantor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Grantor's Dairy Products in an amount and with priority sufficient to cover the monthly Note payment, which assignment shall commence as of the date of this Mortgage. The provisions of this section

shall apply to any replacement milk contracts. Grantor covenants and agrees that it will (i) make no further or future assignments of the proceeds of the agreements under which Grantor sells Dairy Products produced on the Land, or otherwise alter the operations on the Property, in a manner which would alter or eliminate Mortgagee's right under this Mortgage to receive from Grantor's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Note, except in the event that such operations are relocated to property owned by Borrower and for which Dairy Products on such property are encumbered by Mortgagee or an affiliate of Mortgagee pursuant to the loan documents for another loan from Mortgagee (or affiliate) to Borrower so long as, if required by Mortgagee, Borrower executes and delivers to Mortgagee an instrument giving Mortgagee the right to receive from Grantor's proceeds of the sale of Dairy Products on such property in an amount sufficient to satisfy the monthly payment due under the Note, (ii) deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products, and (iii) not terminate or alter, or permit to be terminated or altered, such assignments, absent Mortgagee's prior written consent.

Compliance with Applicable Law. Grantor shall not commit or allow any act upon or use of the Property which would violate any applicable law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property.

Taxes and Assessments. Grantor shall pay prior to delinquency all taxes, levies, charges and assessments imposed by applicable law or any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, and any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "Imposition"). If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this Section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

Damages and Insurance and Condemnation Awards. Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Mortgagee may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Note), incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose; provided, however, that any insurance proceeds relating to property damage shall be applied to reconstruct the damaged property or released to the Grantor for reconstruction if: (i) no Event of Default (or set of circumstances that with the passage of time or giving of notice would constitute an Event of Default) currently exists; (ii) Grantor can demonstrate to Mortgagee's reasonable satisfaction that the insurance proceeds, together with Grantor's other resources, would be sufficient to reconstruct the damaged property; and (iii) subject to such other conditions as Lender may reasonably require regarding use and management of proceeds. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Environmental Indemnity, and otherwise to determine Grantor's compliance with this mortgage.

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "**Prohibited Transfer**" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis other than to another Borrower in the event of the death of an individual that is a Borrower provided that Grantor promptly notices Mortgagee of such event of the death of an individual that is a Borrower; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

Prohibited Transfer Rate. If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loans and, to the extent permitted by applicable law, all other Obligations, increase at the Contract Rate (as defined in the Note) by 2.000% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Note).

Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

Indemnification. GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE LOAN DOCUMENTS; EXCEPT THAT GRANTOR SHALL HAVE NO OBLIGATION TO MORTGAGEE UNDER THIS SECTION WITH RESPECT TO LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF

MORTGAGEE AS DETERMINED BY A COURT OF COMPETENT JURISDICTION). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

Payments Due Under This Mortgage. Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Note).

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

Remedies. At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

Acceleration. Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

Receiver. Mortgagee may, to the extent permitted by applicable law, make an application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any guarantor or any person liable for the payment of the Secured Obligations. GRANTOR HEREBY CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

Entry. To the extent permitted by applicable law, Mortgagee, in person, by agent or by court- appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Mortgagee at the site of the Land. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Regardless of any provision of this mortgage or the other Loan Documents, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in

satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy in accordance with the UCC.

Cure; Protection of Security. Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personalty for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personalty (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personalty; (3) advertise dispositions of the Personalty through publications or media of general circulation, whether or not the Personalty is of a specialized nature; (4) contact persons for expressions of interest in acquiring all or any portion of the Personalty; (5) hire professional auctioneers to assist in the disposition of the Personalty, whether or not the Personalty is of a specialized nature; (6) dispose of the Personalty by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personalty; (7) dispose of the Personalty in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personalty or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personalty; or (10) sell any Personalty jointly with any of the Property or to sell any Personalty in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personalty, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

Judicial Action. Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under applicable law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

Sales of Personal Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment

and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

Additional Rights. In addition to the rights and powers given to Mortgagee under this mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that Property, Mortgagee may settle for the purchase price by crediting the sales price of the Property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

Application of Foreclosure Sale Proceeds, Rents and Other Sums. Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

Waivers. Grantor waives: (1) any right to require Mortgagee to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Grantor's obligations exceed or are more burdensome than those of Borrower; (3) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this mortgage and of the existence, creation, or incurring of new or additional indebtedness of Borrower, and demands and notices of every kind; (4) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Secured Obligations or any part of it; and (5) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee may have against Borrower, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

Information. Grantor is solely responsible for keeping informed of Borrower's financial condition and business operations and all other circumstances affecting Borrower's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Borrower's financial condition, business operations, or any other circumstances bearing on its ability to perform.

No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease

the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. . Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Tower Life Insurance Company, c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: Director, with a carbon copy to MetLife Agricultural Finance, 205 E River Park Circle, Ste. 430, Fresno, CA 93720, Attn: Director, WRO.

Entire Agreement. This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning the Loans; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning the Loans; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

No Waiver or Cure. Each waiver by Mortgagee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee to take action on account of any default of Grantor. Consent by Mortgagee to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance. The exercise by Mortgagee of any right or remedy under this mortgage or the other Loan Documents or under applicable law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents, have been cured); or impair the security of this mortgage; or prejudice Mortgagee or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this mortgage.

Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

Waiver of Dower, Homestead, and Distributive Share. Grantor relinquishes all right of dower, if any, and waives all right of homestead exemption and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

Waiver of Marshalling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a lien subordinate to this mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

Waiver of Certain Other Laws. To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the

lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

Joint and Several Obligations. If Grantor consists of more than one person, each Grantor (1) acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (2) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY TO PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

Governing Law/Jurisdiction and Venue. This mortgage shall be governed exclusively by the laws of the State of Idaho without regard or reference to its conflict of laws principles.

General. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. Time is of the essence of this mortgage. Each party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this mortgage. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (A) THIS MORTGAGE; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

Grantor is executing this mortgage effective as of the day and year first written above.

Address for notices:

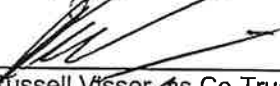
430 East Yakima, P O Box 407
Jerome, Idaho 83338

BORROWER:

BIG SKY DAIRY,
an Idaho general partnership

By: 
Russell Visser, Partner

By: 
Michael J. Bosma, Partner

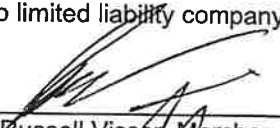
By: 
Russell Visser, as Co-Trustee of the
Visser, Trust 1 dated November 12, 2009,
Partner

By: 
Michael J. Bosma, as Co-Trustee of the
Visser Trust 1, dated November 12,
2009, Partner

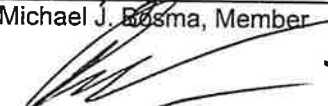
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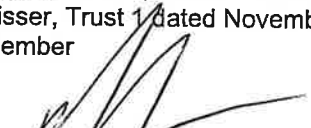
Address for notices:
30 E 200 S
Jerome, Idaho 83338

GOODING HEIFER RANCH, LLC,
an Idaho limited liability company

By: 
Russell Visser, Member

By: 
Michael J. Bosma, Member

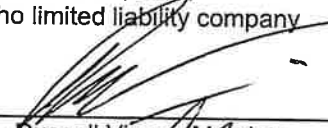
By: 
Russell Visser, as Co-Trustee of the
Visser, Trust 1 dated November 12, 2009,
Member

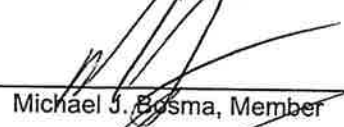
By: 
Michael J. Bosma, as Co-Trustee of the
Visser Trust 1, dated November 12,
2009, Member

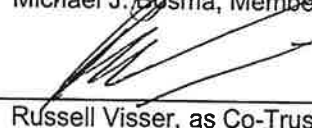
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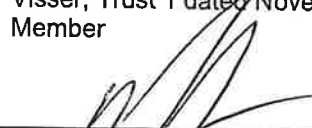
Address for notices:
PO Box 407, 430 East Yakima
Jerome, Idaho 83338

SKYLINE DAIRY, LLC
an Idaho limited liability company

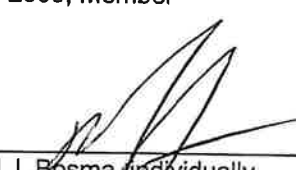
By: 
Russell Visser, Member

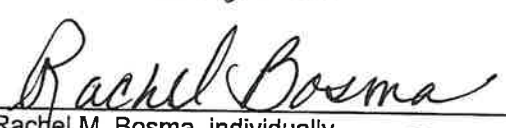
By: 
Michael J. Bosma, Member

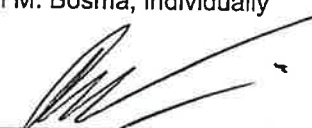
By: 
Russell Visser, as Co-Trustee of the
Visser, Trust 1 dated November 12, 2009,
Member

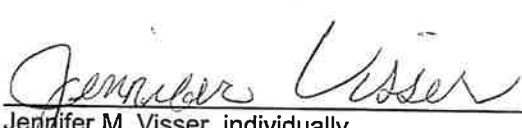
By: 
Michael J. Bosma, as Co-Trustee of the
Visser Trust 1, dated November 12,
2009, Member

Address for notices:
4078 Sage Springs Circle
Kimberly, Idaho 83341


Michael J. Bosma, individually


Rachel M. Bosma, individually


Russell Visser, individually


Jennifer M. Visser, individually

2371 S 1500 E
Gooding, Idaho 83330

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, individually, as a partner of Big Sky Dairy, an Idaho general partnership.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7.18.2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, individually, as a partner of Big Sky Dairy, an Idaho general partnership.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7.18.2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, a partner of Big Sky Dairy, an Idaho general partnership.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

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Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, individually, as a member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, individually, as a member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, a member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, a member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, individually, as a member of Skyline Dairy, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, individually, as a member of Skyline Dairy, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, a member of Skyline Dairy, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7.18.2024



State of Idaho

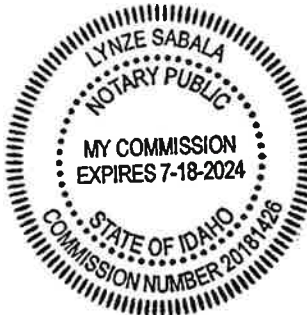
County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, a member of Skyline Dairy, LLC, an Idaho limited liability company.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7.18.2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Michael J. Bosma, individually.

Lynze Sabala
Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Rachel M. Bosma, individually.

Lynze Sabala
Signature of Notary Public

(stamp)

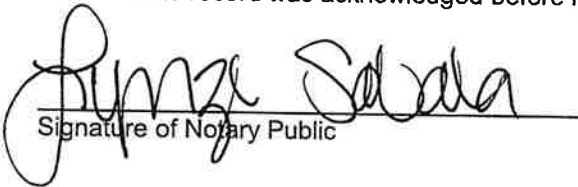
My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Russell Visser, individually.


Signature of Notary Public

(stamp)

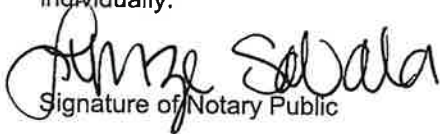
My Commission Expires: 7-18-2024



State of Idaho

County of Jerome

This record was acknowledged before me on May 19, 2021, by Jennifer M. Visser, individually.


Signature of Notary Public

(stamp)

My Commission Expires: 7-18-2024



EXHIBIT A

Big Sky

Loan No: 201687, 201757 and 201758

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

Legal Description of Real Estate

Cassia County, Gooding County, Lincoln County, Owyhee County and Twin Falls County, Idaho

TRACT A: CASSIA COUNTY

PARCEL NO. 1:

**TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 23: ALL, SAVE AND EXCEPT the following described:

Beginning at the North quarter corner of Section 23, said corner marked by a 1 inch iron pipe; thence South 89°26'53" East along the north line of Section 23 for a distance of 148.64 feet to the Point of Beginning;

Thence South 89°26'53" East for a distance of 2114.22 feet along the north line of Section 23;

Thence South 89°03'47" East for a distance of 424.94 feet to the east line of Section 23;

Thence South 00°16'53" East for a distance of 29.98 feet;

Thence North 89°03'47" West for a distance of 2539.75 feet;

Thence North 00°56'15" East for a distance of 15.77 feet to the Point of Beginning.

PARCEL NO. 2:

**TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 24: ALL, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of said Section 24, said corner marked by a U.S. Government Brass Cap; Thence North 89°50' West (Basis of Bearing) along section line for 2008.71 feet to a ½ inch rebar which shall be the Point of Beginning, said point also lying South 89°50' East for 661.00 feet from the North quarter section corner of said Section 24;

Thence South 0°10' West for 208.71 feet to a ½ inch rebar;

Thence North 89°50' West for 208.71 feet to a ½ inch rebar;

Thence North 0°10' East for 208.71 feet to a ½ inch rebar on section line;

Thence South 89°50' East along said section line for 208.71 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of Section 24, Township 12 South, Range 21, EBM, said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence South 00°27'38" East along the East line of Section 24 for a distance of 1227.39 feet to THE POINT OF BEGINNING;

Thence South 00°27'38" East along the East line of Section 24 for a distance of 491.48 feet;

Thence North 53°56'42" West for a distance of 66.76 feet to a ½ inch rebar;

Thence North 53°56'42" West for a distance of 93.87 feet to a ½ inch rebar;

Thence North 00°19'14" East for a distance of 355.07 feet to a ½ inch rebar;

Thence North 71°20'20" East for a distance of 108.52 feet to a ½ inch rebar;

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Big Sky Dairy

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Thence North 71°20'20" East for a distance of 22.29 feet to THE POINT OF BEGINNING.

Tract No. 3:

Beginning at the Northwest corner of Section 24, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; thence South 00°16'48" East for a distance of 2.84 feet to the Point of Beginning;
Thence South 89°11'55" East for a distance of 1860.05 feet;
Thence South 68°39'32" East for a distance of 3642.10 feet;
Thence South 21°20'28" West for a distance of 30.00 feet;
Thence North 68°39'32" West for a distance of 3636.67 feet;
Thence North 89°11'55" West for a distance of 1854.05 feet;
Thence North 00°15'55" West for a distance of 30.00 feet to the Point of Beginning.

PARCEL NO: 3:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: S½ SAVE AND EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of said Section, said corner marked by an Idaho Transportation Department iron pipe with brass cap which shall be the Point of Beginning.
Thence North 89°46'00" West along the South line of the Section for a distance of 425.06 feet to a ½" rebar;
Thence North 00°03'02" West for a distance of 152.36 feet to a ½ inch rebar;
Thence North 46°36'00" East for a distance of 142.74 feet to a ½ inch rebar;
Thence North 84°03'51" East for a distance of 136.09 feet to a ½ inch rebar;
Thence North 43°59'46" East for a distance of 268.36 feet to a ½ inch rebar on the East line of the Section;
Thence South 00°02'09" West along said Section line for a distance of 459.29 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Southwest corner of said Section 12;
Thence North along the West Section line of said Section 12 for 441 feet;
Thence East parallel with the South Section line for 262 feet;
Thence South parallel with the West Section line for 441 feet to a point on the South Section line;
Thence West along the South Section line for 262 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: Part of the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 12, said corner marked by an Idaho Transportation Department iron pipe with brass cap which shall be the Point of Beginning;
Thence North 89°46'00" West along the South line of the Section for a distance of 425.06 feet to a ½ inch rebar;
Thence North 00°03'02" West for a distance of 152.36 feet to a ½ inch rebar;
Thence North 46°36'00" East for a distance of 142.74 feet to a ½ inch rebar;
Thence North 84°03'51" East for a distance of 136.09 feet to a ½ inch rebar;

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Thence North 43°59'46" East for a distance of 268.36 feet to a ½ inch rebar on the West line of the section;

Thence South 00°02'09" West along said section line for a distance of 459.29 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: NE¼, S½NW¼, SW¼ and W½SE¼

PARCEL NO. 6:

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: Lots 3 and 4, E½SW¼ and SW¼SE¼

PARCEL NO. 7:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: NE¼ and SE¼ EXCEPTING THEREFROM the following described tract:

Beginning at the Southwest corner of the SE¼ of said Section 31, which point shall be the True Point of Beginning;

Thence East along said Section line for 400.00 feet to a point;

Thence North parallel to the West line of the SE¼ of said Section 31 for 871.20 feet to a point;

Thence West parallel to the South line of Section 31 for 400.00 feet to a point on the West line of the SE¼ of said Section 31;

Thence South along said West line of the SE¼ of Section 31 for 871.20 feet to the True Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SE¼SW¼ and Lot 4

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the S¼ section corner of said Section 31, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence South 89°44'55" West along the South section line for a distance of 33.49 feet;

Thence North 00°58'54" East for a distance of 23.69 feet to a ½ inch rebar;

Thence North 00°58'54" East for a distance of 179.55 feet to a ½ inch rebar;

Thence North 37°46'46" East for a distance of 51.05 feet to a ½ inch rebar on the East line of the SE¼SW¼;

Thence South 00°17'59" West along said line for a distance of 243.42 feet to the Point of Beginning.

Tract No. 2:

Mortgage

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Beginning at the S¼ section corner of said Section 31, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 89°44'55" West along the South section line for a distance of 33.49 feet to the Point of Beginning;

Thence South 89°44'55" West continuing along said line for a distance of 276.24 feet;

Thence North 00°17'59" East for a distance of 13.81 feet to a ½ inch rebar;

Thence North 00°17'59" East for a distance of 484.83 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 369.36 feet to a ½ inch rebar, said curve having a radius of 1322.66 feet and a central angle of 16°00'01" and a long chord bearing of North 30°49'00" East for a distance of 368.16 feet;

Thence North 89°44'55" East for a distance of 122.77 feet to a ½ inch rebar on the East line of the SE¼SW¼;

Thence South 00°17'59" West along said line for a distance of 570.58 feet to a ½ inch rebar;

Thence South 37°46'46" West for a distance of 51.05 feet to a ½ inch rebar;

Thence South 00°58'54" West for a distance of 179.55 feet to a ½ inch rebar;

Thence South 00°58'54" West for a distance of 23.69 feet to the Point of Beginning.

PARCEL NO. 9:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E¼NW¼, NE¼SW¼ and Lots 1, 2 & 3

PARCEL NO. 10:

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: W½ and NE¼ EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the N¼ section corner of said Section 5, said corner marked by a U.S. General Land Office iron pipe with brass cap on top;

Thence North 89°43'38" East along the North section line for a distance of 148.20 feet to the Point of Beginning;

Thence North 89°43'38" East continuing along said line for a distance of 30.00 feet;

Thence South 01°07'33" West for a distance of 38.08 feet to a ½ inch rebar;

Thence South 01°07'33" West for a distance of 1273.00 feet to a ½ inch rebar;

Thence South 89°23'53" East for a distance of 462.92 feet to a ½ inch rebar;

Thence South 01°18'39" West for a distance of 603.36 feet to a ½ inch rebar;

Thence South 51°15'31" West for a distance of 233.09 feet to a ½ inch rebar;

Thence North 89°23'53" West for a distance of 404.84 feet to a ½ inch rebar;

Thence North 01°05'43" East for a distance of 238.61 feet to a ½ inch rebar;

Thence South 89°23'53" East for a distance of 92.91 feet to a ½ inch rebar;

Thence North 01°07'33" East for a distance of 1782.56 feet to a ½ inch rebar;

Thence North 01°07'33" East for a distance of 40.57 feet to the Point of Beginning.

Tract No. 2:

Beginning at the N¼ section corner of said Section 5, said corner marked by a U.S. General Land Office iron pipe with brass cap on top;

Thence North 89°43'38" East along the North section line for a distance of 178.20; Thence South 01°07'33" West for a distance of 1311.08 feet to a ½ inch rebar; Thence South 89°23'53" East for a distance of 462.92 feet to a ½ inch rebar, which shall be the Point of Beginning;

Thence South 89°23'53" East for a distance of 676.85 feet to a ½ inch rebar;

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Thence South 49°12'06" West for a distance of 912.29 feet to a ½ inch rebar;
Thence North 01°18'39" East for a distance of 603.36 feet to the Point of Beginning.

PARCEL NO. 11:

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: SE¼

PARCEL NO. 12:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 1: Lots 1, 2, 3, 4 and S½N½ EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the North quarter corner of said Section 1, said point being marked by a U.S. Government Brass Cap and shall be the Point of Beginning;
Thence North 89°41' East along section line for 95.50 feet to a point marked by an iron pin;
Thence South 00°00'00" West for 300.00 feet to a point marked by an iron pin;
Thence North 89°53'10" West for 300.00 feet to a point marked by an iron pin;
Thence North 00°00'00" East for 300.00 feet to a point marked on section line, said point marked by an iron pin;
Thence South 89°41'06" East along said section line for 204.50 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest section corner of said Section 1, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence South 89°19'13" East along the North section line for a distance of 16.35 feet to the Southwest section corner of Section 36 of
Township 11 South, Range 21 East of the Boise Meridian, marked by a U.S. BLM iron pipe with brass cap on top;
Thence South 89°40'46" East continuing along the North section line for a distance of 183.65 feet;
Thence South 00°03'51" West for a distance of 11.31 feet to a ½ inch rebar;
Thence South 00°03'51" West for a distance of 424.29 feet to a ½ inch rebar;
Thence North 89°40'46" West for a distance of 175.00 feet to a ½ inch rebar;
Thence North 89°40'46" West for a distance of 25.00 feet to the West section line;
Thence North 00°03'51" East along said line for a distance of 435.70 feet to the Point of Beginning.

Tract No. 3:

Beginning at the North ¼ Corner of Section 1, said corner marked by a U.S. BLM iron pipe; Thence North 89°40'46" West along the North line of Section 1 for a distance of 204.58 feet (204.50 feet, rec.) to a ½ inch rebar which shall be the Point of Beginning;
Thence South 00°00'38" East for a distance of 300.06 feet (300.00 feet, rec.) to a ½ inch rebar;
Thence North 89°53'03" West for a distance of 40.00 feet to a ½ inch rebar;
Thence North 00°00'38" West for a distance of 300.20 feet to a ½ inch rebar on the North line of Section 1;
Thence South 89°40'46" East for a distance of 40.00 feet to the Point of Beginning.

Tract No. 4:

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Part of Gov't Lot 4, more particularly described as follow:

Beginning at the Northwest Corner of Section 1, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 89°19'13" East along the north line of Section 1 for a distance of 16.35 feet to a U.S. BLM iron pipe with brass cap at the Southwest Corner of Section 36; Thence South 89°40'46" seconds East along the north line of Section 1 for a distance of 283.65 feet to the Point of Beginning;
Thence South 89°40'46" seconds East along said section line for a distance of 199.14 feet;
Thence South 00°03'51" West for a distance of 10.00 feet to a ½ inch rebar;
Thence South 00°03'51" West for a distance of 226.36 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 281.59 feet to a ½ inch rebar, said curve having a radius of 1333.37 feet, a delta angle of 12°06'01", and a long chord bearing of South 45°10'40" West for a distance of 281.07 feet;
Thence North 00°03'51" East for a distance of 424.26 feet to a ½ inch rebar;
Thence North 00°03'51" East for a distance of 11.34 feet to the Point of Beginning.

Tract No. 5:

Part of Gov't Lot 4, more particularly described as follows:

Beginning at the Northwest Corner of Section 1, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 89°19'13" East along the north line of Section 1 for a distance of 16.35 feet to a U.S. BLM iron pipe with brass cap at the Southwest Corner of Section 36; Thence South 89°40'46" East along the north line of Section 1 for a distance of 482.79 feet to the Point of Beginning;
Thence South 89°40'46" East along said section line for a distance of 380.98 feet;
Thence South 00°03'51" West for a distance of 10.00 feet to a ½ inch rebar;
Thence South 00°03'51" West for a distance of 10.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 439.27 feet to a ½ inch rebar, said curve having a radius of 1333.37 feet, a delta angle of 18°52'32", and a long chord bearing of South 60°39'56" West for a distance of 437.28 feet;
Thence North 00°03'51" East for a distance of 226.36 feet to a ½ inch rebar;
Thence North 00°03'51" East for a distance of 10.00 feet to the Point of Beginning.

PARCEL NO. 13:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: W½

PARCEL NO. 14:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: E½

PARCEL NO. 15:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: SW¼, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Mortgage
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Beginning at the South $\frac{1}{4}$ section corner of said Section 32, said corner marked by a U. S. General Land Office iron pipe with brass cap which shall be the Point of Beginning;
Thence South $89^{\circ}42'44''$ West along the south section line for a distance of 781.15 feet to a $\frac{1}{2}$ inch rebar;
Thence North $00^{\circ}04'36''$ East for a distance of 50.00 feet to a $\frac{1}{2}$ inch rebar;
Thence North $00^{\circ}04'36''$ East for a distance of 27.95 feet;
Thence along a non-tangent curve to the left for a distance of 1065.09 feet, said curve having a radius of 1369.52 feet and a central angle of $44^{\circ}33'35''$ and a long chord bearing of North $44^{\circ}36'37''$ East for a distance of 1038.45 feet;
Thence North $89^{\circ}42'44''$ East for a distance of 27.84 feet to a $\frac{1}{2}$ inch rebar;
Thence North $89^{\circ}42'44''$ East for a distance of 25.00 feet to a $\frac{1}{2}$ inch rebar on the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South $00^{\circ}04'36''$ West along said line for a distance of 788.57 feet to a $\frac{1}{2}$ inch rebar;
Thence South $00^{\circ}04'36''$ West continuing along said line for a distance of 25.00 feet to the Point of Beginning.

Tract No. 2:

Beginning at the S $\frac{1}{4}$ section corner of said Section 32, said corner marked by a U.S. General Land Office iron pipe with brass cap on top;
Thence North $00^{\circ}05'50''$ East along the East line of the SW $\frac{1}{4}$ for a distance of 1793.97 feet to the Point of Beginning;
Thence North $39^{\circ}31'21''$ West for a distance of 24.15 feet to a $\frac{1}{2}$ inch rebar;
Thence North $39^{\circ}31'21''$ West for a distance of 1087.89 feet to a $\frac{1}{2}$ inch rebar on the North line of the SW $\frac{1}{4}$;
Thence North $89^{\circ}47'30''$ East along said line for a distance of 709.15 feet to the Center $\frac{1}{4}$ section corner marked by a $\frac{5}{8}$ inch rebar;
Thence South $00^{\circ}05'50''$ West along the East line of the SW $\frac{1}{4}$ for a distance of 860.38 feet to the Point of Beginning.

Tract No. 3:

A perpetual non-exclusive easement for ingress and egress for the benefit of Tract No. 2, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ section corner of said Section 32, said corner marked by a U.S. General Land Office iron pipe with brass cap on top
which shall be the Point of Beginning;
Thence South $89^{\circ}44'08''$ West along the South section line for a distance of 25.00 feet;
Thence North $00^{\circ}05'50''$ East for a distance of 1824.33 feet;
Thence South $39^{\circ}31'21''$ East for a distance of 15.05 feet to a $\frac{1}{2}$ inch rebar;
Thence South $39^{\circ}31'21''$ East for a distance of 24.15 feet to the East line of the SW $\frac{1}{4}$;
Thence South $00^{\circ}05'50''$ West along said line for a distance of 1793.97 feet to the Point of Beginning.

PARCEL NO. 16:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: Part of the NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the North quarter corner of Section 23, said corner marked by a 1 inch iron pipe; thence South $89^{\circ}26'53''$ East along the north line of Section 23 for a distance of 148.64 feet to the Point of Beginning;
Thence South $89^{\circ}26'53''$ East for a distance of 2114.22 feet along the north line of Section 23;
Thence South $89^{\circ}03'47''$ East for a distance of 424.94 feet to the east line of Section 23;
Thence South $00^{\circ}16'53''$ East for a distance of 29.98 feet;
Thence North $89^{\circ}03'47''$ West for a distance of 2539.75 feet;

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Thence North 00°56'15" East for a distance of 15.77 feet to the Point of Beginning.

PARCEL NO. 17:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 24: Part of the N $\frac{1}{2}$, more particularly described as follows:

Beginning at the Northwest corner of Section 24, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; thence South 00°16'48" East for a distance of 2.84 feet to the Point of Beginning;

Thence South 89°11'55" East for a distance of 1860.05 feet;

Thence South 68°39'32" East for a distance of 3642.10 feet;

Thence South 21°20'28" West for a distance of 30.00 feet;

Thence North 68°39'32" West for a distance of 3636.67 feet;

Thence North 89°11'55" West for a distance of 1854.05 feet;

Thence North 00°15'55" West for a distance of 30.00 feet to the Point of Beginning.

TRACT B: LINCOLN COUNTY

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 16: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$; and S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING therefrom the following described tracts:

Tract No. 1:

A parcel of land located in the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southeast corner of said Section 17;

Thence North 00°00'00" West along the East boundary of the SE $\frac{1}{4}$ of said Section 17 for a distance of 787.29 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 88°37'12" West for a distance of 209.54 feet;

Thence North 00°00'00" East parallel with the East boundary of the SE $\frac{1}{4}$ of said Section 17 for a distance of 210.43 feet;

Thence North 89°58'33" East for a distance of 209.48 feet to a point on the East boundary of the SE $\frac{1}{4}$ of said Section 17;

Thence South 00°00'00" East along the East boundary of the SE $\frac{1}{4}$ of said Section 17 for a distance of 205.47 feet to the TRUE POINT OF BEGINNING.

Tract No. 2:

A parcel of land located in a portion of S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, being more particularly described as follows:

Commencing at the Southeast corner of Section 17, said point lies South 00°00'54" West 2647.64 feet from the East Quarter corner of Section 17;

Thence North 00°00'54" East 787.40 feet along the East boundary of Section 17;

Thence South 88°37'53" West 209.54 feet to the REAL POINT OF BEGINNING;

Thence North 00°00'54" East 210.43 feet;

Thence South 89°59'16" West 30.03 feet along the North boundary of S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17;

Thence South 05°38'45" East 122.24 feet;

Thence South 06°43'43" East 89.57 feet;

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Thence North 88°37'51" East 7.45 feet to the REAL POINT OF BEGINNING.

Tract No. 3:

A parcel of land located in a portion of the SE¼SE¼, being more particularly described as follows:
Commencing at the Southeast corner of Section 17. Said point lies South 00°00'54" West 2647.64 feet from the East quarter corner of Section 17; Thence North 00°00'54" East 787.40 feet (shown of record to be 787.29 feet) along the East boundary of Section 17 to the REAL POINT OF BEGINNING;
Thence South 88°37'53" West 209.54 feet along the Southerly boundary of that parcel of land described in deed Inst. No. 170174;
Thence South 88°37'53" West 7.45 feet;
Thence North 06°43'43" West 89.57 feet;
Thence North 05°38'45" West 122.24 feet to a point on the South boundary of N½N½SE¼SE¼, Section 17;
Thence South 89°59'16" West 234.02 feet along the South boundary of said N½N½SE¼SE¼, Section 17;
Thence South 18°27'02" West 10.22 feet;
Thence South 64°07'13" East 65.21 feet;
Thence South 55°20'38" East 75.19 feet;
Thence South 47°28'12" East 75.16 feet;
Thence South 25°33'48" East 74.33 feet;
Thence South 08°50'43" East 75.48 feet;
Thence South 00°30'42" West 159.34 feet;
Thence South 24°19'49" East 311.68 feet;
Thence North 86°12'36" East 130.28 feet to a point on the East boundary of Section 17;
Thence North 00°00'54" East 502.71 feet to the REAL POINT OF BEGINNING.
Section 20: NW¼NE¼

PARCEL NO. 2:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: A parcel of land located in the E½SE¼ more particularly described as follows:
Commencing at the Southeast corner of said Section 17;
Thence N0°03'02" W along the East boundary of Section 17 for a distance of 992.76 feet to the Southeast corner of the N½N½SE¼SE¼;
Thence S89°55'31" W along the South boundary of the N½N½SE¼SE¼ for a distance of 473.53 feet to the TRUE POINT OF BEGINNING;
Thence S89°55'31" W along the South boundary of the N½N½SE¼SE¼ for a distance of 844.42 feet to the Southwest corner of the N½N½SE¼SE¼;
Thence N0°02'27" W along the West boundary of the N½N½SE¼SE¼ for a distance of 330.46 feet to the Northwest corner of the N½N½SE¼SE¼;
Thence 89°54'19"E along the North boundary of the N½N½SE¼SE¼ for a distance of 327.81 feet;
Thence S38°09'30" E for a distance of 241.26 feet;
Thence S69°08'01" E for a distance of 393.60 feet to the TRUE POINT OF BEGINNING.

EASEMENT NO. 1:

A Grant of Easement given by Eric J. Olsen and Carol L. Olsen, husband and wife, Grantors to Big Sky Dairy, Grantee recorded March 10, 2005 as Instrument Number 178414, Lincoln County records, for an existing irrigation pivot water encroachment located along the Southwesterly boundary of, and extending 100 feet into, the following described parcel of land:

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A parcel of land located in a portion of N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17, Township 6 South, Range 18 East, Boise Meridian, Lincoln County, Idaho; being more particularly described as follows:
Commencing at the Southeast corner of Section 17, said point lies South 00°00'54" West, 2647.64 feet from the East Quarter corner of Section 17; Thence North 00°00'54" East, 1323.82 feet to the Northeast corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17; Thence South 89°58'06" West, 473.79 feet along the North boundary of SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17, to THE REAL POINT OF BEGINNING;
Thence continuing South 89°58'06" West, 516.36 feet along the North boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 38°06'09" East, 241.37 feet;
Thence South 69°04'27" East, 393.56 feet;
Thence North 00°01'54" West, 330.79 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING therefrom the following described parcel:
A parcel of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ more particularly described as follows:
Commencing at the Southeast corner of said Section 17; Thence North 0°03'02" West along the East boundary of Section 17 for a distance of 1323.68 feet to the Southeast corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and being the TRUE POINT OF BEGINNING;
Thence South 89°54'19" West along the South boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 990.08 feet;
Thence North 0°02'27" West for a distance of 330.57 feet to the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°53'07" East along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 990.02 feet to the Northeast corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°03'02" East along the East boundary of Section 17 for a distance of 330.92 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 21: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 5:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 20: A parcel of land located in a portion of SE $\frac{1}{4}$ NE $\frac{1}{4}$, being more particularly described as follows:
Commencing at the Northeast corner of Section 20, said point lies North 00°16'07" West 2634.10 feet from the East Quarter corner of Section 20; Thence South 00°16'07" East 1317.05 feet to the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20 and being the REAL POINT OF BEGINNING;
Thence North 89°57'42" West 1320.57 feet to the Northwest corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20;
Thence South 00°09'51" East 42.58 feet along the West boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°05'21" East 1320.91 feet to a point on the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 00°16'07" West 62.70 feet along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, to the REAL POINT OF BEGINNING.

PARCEL NO. 6:

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Section 21: E $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$, SAVE AND EXCEPT the following:

Beginning at the South Quarter corner for Section 21, the TRUE POINT OF BEGINNING;

Thence North 0°06'05" West 1030.00 feet along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°53'55" East 139.68 feet;

Thence Southeasterly 711.58 feet along the Arc of a Curve left having a Radius of 1249.12 feet and a Chord of South 26°16'43" East 702.00 feet;

Thence North 47°24'06" East 20.00 feet;

Thence Southeasterly 107.99 feet along the Arc of a Curve left having a Radius of 1229.12 feet and a Chord of South 45°06'55" East 107.95 feet;

Thence South 42°22'04" West 20.00 feet;

Thence Southeasterly 581.88 feet along the Arc of a Curve left having a Radius of 1249.12 feet and a Chord of South 60°58'39" East 576.64 feet;

Thence South 0°42'29" West 56.35 feet to the Southerly boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°17'31" West 1030.00 feet along said Southerly boundary to the TRUE POINT OF BEGINNING;

Section 27: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL NO. 7:

TOWNSHIP 6 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 21: W $\frac{1}{2}$ NE $\frac{1}{4}$

TRACT C: GOODING COUNTY

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 29: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the quarter corner common to Section 29 and 30 Township 6 South, Range 14, East of the Boise Meridian;

Thence South along the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 120 feet, more or less, to the South bank of the Malad River, the TRUE POINT OF BEGINNING;

Thence South along the West line 1200 feet, more or less, to the Southwest corner;

Thence East 300 feet, more or less, to the West Bank of the Malad River;

Thence Northerly and Northwesterly along said bank to the TRUE POINT OF BEGINNING.

Section 30: E $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence running North along the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 560 feet, more or less, to the South Bank of the Malad River, to the TRUE POINT OF BEGINNING;

Thence Northeasterly and along the South bank of the Malad River to the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, which point is 650 feet, more or less,

West from the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West a distance of 670 feet, more or less, along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northwest corner thereof;

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Thence South along the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 760 feet, more or less, to the TRUE POINT OF BEGINNING.

Section 30: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: That portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North along the said West line 100 feet, more or less, to the South Rim of the Malad River Canyon;

Thence Northeasterly and Easterly along the South Rim of the Malad River Canyon to the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, which point is 560

feet, more or less, North from the Southeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 560 feet, more or less, to the Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West 1320 feet to the TRUE POINT OF BEGINNING.

Section 31: NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 29: A parcel of land being a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at a Brass Cap marking the Section corner common to Sections 29, 30, 31, and 32, Township 6 South, Range 14, East Boise Meridian;

Thence along the section line common to said Sections 29 and 30, North 0°41'00" East, 685.28 feet to an iron pin, being THE TRUE POINT OF BEGINNING;

Thence continuing along said section line, North 0°41'00" East, 656.86 feet to a Bureau of Land Management Aluminum Cap marking the South 1/16 Corner common to said Sections 29 and 30;

Thence leaving said section line and along the South 1/16 section line of said Section 29, South 89°51'00" East, 273.64 feet to an iron pin;

Thence leaving said South 1/16 section line, South 7°23'07" East, 644.02 feet to an iron pin;

Thence South 87°15'44" West, 364.67 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; S $\frac{1}{2}$

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the West quarter section corner of said Section 33, said point marked by a 5/8 inch rebar and shall be the POINT OF BEGINNING;

Thence North 0°01'48" East along section line for 343.32 feet to a P.K. nail;

Thence South 75°29'15" East for 612.31 feet to a $\frac{1}{2}$ inch rebar;

Thence South 67°21'00" East for 782.75 feet to a $\frac{1}{2}$ inch rebar;

Thence South 1°19'23" West for 345.98 feet to a $\frac{1}{2}$ inch rebar;

Thence South 71°59'00" West for 644.29 feet to a $\frac{1}{2}$ inch rebar;

Thence South 83°18'04" West for 298.53 feet to a $\frac{1}{2}$ inch rebar;

Thence North 83°44'14" West for 400.55 feet to a P.K. nail on section line;

Thence North 0°00'00" East (Basis of Bearing) along said section line for 647.85 feet to the POINT OF BEGINNING;

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Tract No. 2:

Commencing at the Northwest corner of said Section 33, from which the West One Quarter corner of said Section 33 bears South 00°33'30" West, 2651.39 feet; Thence South 00°33'30" West along the West boundary of the NW¼ of said Section 33 for a distance of 1354.00 feet to the center of an irrigation drain ditch and being THE TRUE POINT OF BEGINNING; Thence North 79°26'13" East for a distance of 199.57 feet; Thence North 89°51'53" East for a distance of 265.47 feet; Thence North 87°17'42" East for a distance of 128.57 feet; Thence North 81°05'32" East for a distance of 144.65 feet; Thence South 75°49'16" East for a distance of 621.72 feet; Thence South 02°12'34" West for a distance of 448.66 feet; Thence South 01°05'27" West for a distance of 886.16 feet; Thence North 66°49'18" West for a distance of 782.75 feet; Thence North 74°57'33" West for a distance of 612.31 feet to a point on the West boundary of the NW¼ of said Section 33; Thence North 00°33'30" East along the West boundary of the NW¼ of said Section 33 for a distance of 954.00 feet to THE TRUE POINT OF BEGINNING.

Tract No. 3

Commencing at the Northwest corner of said Section 33, from which the North One Quarter (N¼) corner of said Section 33 bears South 89°55'00" East, 2674.75 feet, said Northwest corner of Section 33 being the TRUE POINT OF BEGINNING; Thence South 89°55'00" East along the North boundary of the NW¼ of Section 33 for a distance of 2674.75 feet to the North One Quarter(N¼) corner of Section 33; Thence North 89°56'24" East along the North boundary of the NE¼ of Section 33 for a distance of 1323.87 feet to the Northeast corner of the NW¼NE¼ of Section 33; Thence South 00°50'15" West along the East boundary of the W½E½ of Section 33 for a distance of 3108.12 feet; Thence North 89°47'52" West for a distance of 847.98 feet; Thence North 28°13'54" West for a distance of 1597.28 feet; Thence North 75°49'16" West for a distance of 1681.06 feet to a point in the center of an irrigation waste drain; Thence along the center of the irrigation waste drain on the following courses: South 81°05'32" West for a distance of 144.65 feet; South 87°17'42" West for a distance of 128.57 feet; South 89°51'53" West for a distance of 265.47 feet; South 79°26'13" West for a distance of 199.57 feet to a point on the west boundary of the NW¼ of Section 33; Thence leaving the center of the irrigation waste drain and along the West boundary of the NW¼ of Section 33 on a bearing of North 00°33'30" East for a distance of 1354.00 feet to the TRUE POINT OF BEGINNING.

Tract No. 4:

Commencing at the Southeast corner of said Section 33, from which the East Quarter corner of said Section 33 bears North 00°37'03" East, 2669.99 feet; Thence North 82°40'00" West for a distance of 1,584.39 feet to the POINT OF BEGINNING; Thence North 89°57'09" West for a distance of 275.00 feet; Thence North 00°02'51" East for a distance of 125.00 feet; Thence South 89°02'01" East for a distance of 162.00 feet;

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Thence North 00°37'38" East for a distance of 81.30 feet;
Thence North 89°05'11" West for a distance of 333.19 feet;
Thence North 00°54'49" East for a distance of 300.00 feet;
Thence South 89°05'11" East for a distance of 350.00 feet;
Thence South 00°54'49" West for a distance of 300.00 feet;
Thence South 89°05'11" East for a distance of 95.40 feet;
Thence South 00°02'51" West for a distance of 202.00 feet to THE POINT OF BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: Lots 1, 2, 3 and 4, N½SE¼

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: A parcel of land located in the N½ and the NW¼SE¼, more particularly described as follows:
Commencing at the Northwest corner of said Section 33, from which the North One Quarter (N¼) corner
of said Section 33 bears South

89°55'00" East, 2674.75 feet, said Northwest corner of Section 33 being the TRUE POINT OF
BEGINNING;

Thence South 89°55'00" East along the North boundary of the NW¼ of Section 33 for a distance of
2674.75 feet to the North One

Quarter(N¼) corner of Section 33;

Thence North 89°56'24" East along the North boundary of the NE¼ of Section 33 for a distance of
1323.87 feet to the Northeast corner of

the NW¼NE¼ of Section 33;

Thence South 00°50'15" West along the East boundary of the W½E½ of Section 33 for a distance of
3108.12 feet;

Thence North 89°47'52" West for a distance of 847.98 feet;

Thence North 28°13'54" West for a distance of 1597.28 feet;

Thence North 75°49'16" West for a distance of 1681.06 feet to a point in the center of an irrigation waste
drain;

Thence along the center of the irrigation waste drain on the following courses:

South 81°05'32" West for a distance of 144.65 feet;

South 87°17'42" West for a distance of 128.57 feet;

South 89°51'53" West for a distance of 265.47 feet;

South 79°26'13" West for a distance of 199.57 feet to a point on the west boundary of the NW¼ of
Section 33;

Thence leaving the center of the irrigation waste drain and along the West boundary of the NW¼ of
Section 33 on a bearing of North

00°33'30" East for a distance of 1354.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: Lots 3 and 4; SW¼

EXCEPTING THEREFROM a parcel of land located in the W½ of said Section, more particularly
described as follows:

Commencing at the Northwest corner of said Section 1, from which the North one quarter corner of
Section 1 bears South 89°53'00" East,

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2643.31 feet, said Northwest corner of Section 1 being THE TRUE POINT OF BEGINNING;
Thence South 89°53'00" East along the North boundary of the NW¼ of Section 1 for a distance of 580.00 feet;
Thence South 00°07'00" West for a distance of 83.00 feet;
Thence South 89°53'00" East for a distance of 13.00 feet to a point approximately 2.0 feet West of a buried irrigation mainline pipe;
Thence paralleling and approximately 2.0 feet Westerly of the buried irrigation mainline pipe on the following courses:
South 00°34'06" East, 112.73 feet;
South 00°56'08" East, 601.71 feet;
South 06°15'00" West, 545.12 feet to a point in the center of an irrigation canal;
Thence along the center of the irrigation canal on the following courses:
South 51°43'30" West, 143.74 feet;
South 43°26'09" West, 181.38 feet;
South 28°17'39" West, 540.50 feet;
South 09°53'14" West, 199.61 feet;
South 00°31'02" East, 162.43 feet;
South 19°03'00" West, 26.28 feet to a point on the West boundary of the SW¼ of Section 1;
Thence North 00°13'13" West along the West boundary of Section 1 for a distance of 2420.95 feet to THE TRUE POINT OF BEGINNING.

EASEMENT NO. 1:

A 20.0 foot wide easement for the purpose of using and maintaining a buried irrigation pipeline as created in Warranty Deeds records

June 1, 1998 as Instrument No. 175741 and 175742, Gooding County records, said easement shall be on, over and across a 20.0 foot wide

strip of land that is adjacent to and on the Westerly side of the following described line:

Commencing at a point that is located South 89°53'00" East, 591.67 feet and South 00°07'00" West, 83.00 feet from the Northwest corner

of Section 1 Township 7 South, Range 14 East, Boise Meridian, said point being THE TRUE POINT OF BEGINNING of said Easement;

Thence South 00°34'06" East for a distance of 112.73 feet;

Thence South 00°56'08" East for a distance of 601.71 feet;

Thence South 06°15'00" West for a distance of 545.12 feet to the intersection with the center of an irrigation canal and being the terminus of said easement.

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: Lots 1 and 2; N½SE¼

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 6: E½SW¼; W½SE¼; Lot 5 and Lot 6

PARCEL NO. 6:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
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Section 34: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 34 and being THE TRUE POINT OF BEGINNING;

Thence South along the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1292.31 feet;

Thence North 88°14'00" West for a distance of 184.00 feet;

Thence North 0°02'57" East for a distance of 565.85 feet;

Thence North 20°04'20" West for a distance of 131.30 feet;

Thence North 2°39'27" West for a distance of 179.16 feet;

Thence North 45°58'09" West for a distance of 182.47 feet;

Thence North 57°59'41" West for a distance of 143.57 feet;

Thence North 78°30'15" West for a distance of 118.57 feet;

Thence South 73°35'32" West for a distance of 187.02 feet;

Thence North 57°35'59" West for a distance of 58.82 feet;

Thence North 0°20'27" West for a distance of 211.33 feet to a point on the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34;

Thence North 89°52'03" East along the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 836.26 feet to the East quarter corner of Section 34 and being THE TRUE POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 16: The S $\frac{1}{2}$ SE $\frac{1}{4}$ lying on the West and South side of the centerline of the channel of Big Wood River.

PARCEL NO. 8:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 21: The NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, and that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Big Wood River and North of the following described line;

Beginning at a point in the West boundary line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ which is South 02°45' West, 3445 feet from the North quarter corner of said Section 21;

Thence North 73°30' East, 45.0 feet;

Thence North 55°00' East, 331.0 feet;

Thence North 04°50' West, 194.50 feet;

Thence North 65°30' East, 288.0 feet;

Thence South 71°45' East, 595.0 feet to the West bank of the Big Wood River.

PARCEL NO. 9:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 21: SE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 10:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

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Section 21: Part of the NW¼SE¼ lying East of Big Wood River and that part lying South of the following described line;

Beginning at a point on the West boundary line of said NW¼SE¼ which is South 02°45' West 3445 feet from the North Quarter corner of said Section 21;

Thence North 73°30' East 45.0 feet;

Thence North 55°00' West 331.0 feet;

Thence North 04°50' West 194.50 feet;

Thence North 65°30' East, 288.0 feet;

Thence South 71°45' East 595.0 feet to the West bank of Big Wood River;

Thence Northeasterly along the West bank of Big Wood River to the point of intersection with the East boundary line of said NW¼SE¼;

(Said division line as surveyed and set forth in Book 1 of Deeds page 387 records of Gooding, Idaho)

Section 21: SW¼SE¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

That portion lying West of the division line between said Southwest Quarter of the Southeast Quarter, and the South One-half of the Southwest Quarter of said Section 21 and North of the Public Highway as designated thereon, as set forth by survey in Book 1 of Deeds

Page 384, and confirmed in Deed dated June 14, 1924 recorded in Book 18 of Deed Page 108, recorded June 17, 1924, records of Gooding County, Idaho.

Tract No. 2:

Beginning at the Southwest corner of said Section 21, which bears South 5275.12 feet from the Northwest corner of said Section 21;

Thence North 84°12'40" East, 2975.00 feet along the center of a county road as now constructed, September 1978 to an angle point in said road and the TRUE POINT OF BEGINNING;

Thence North 04°47'20" West, 224.90 feet along the center of said county road;

Thence North 85°04'26" East, 883.45 feet to the approximate high water mark of Big Wood River;

Thence following the approximate high water mark of Big Wood River in a Southeasterly and Westerly direction to point of intersection

with the South boundary of Section 21;

Thence West along the South boundary of Section 21 to the South Quarter corner of said Section 21;

Thence North along the West boundary of the SW¼SE¼ to the center of Public Highway;

Thence North 84°12'40" East along the center line of said Public Highway to the TRUE POINT OF BEGINNING.

PARCEL NO. 11:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 17: N½NE¼ SAVE AND EXCEPT the following tracts:

Tract No. 1:

Beginning at the Northeast corner of Section 17; Thence South 405.12 feet along the East boundary of said Section 17 to the TRUE POINT OF BEGINNING;

Thence continuing South along the East boundary of Section 17, 168.07 feet;

Thence North 89°40'00" West 588.97 feet to the approximate centerline of an Irrigation Lateral;

Thence along the approximate centerline of an Irrigation Lateral North 00°22'06" West, 159.50 feet;

Thence North 89°30'00" East 590.01 feet to the TRUE POINT OF BEGINNING.

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Tract No. 2:

That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the Union Ditch of the Big Wood River Canal Company.

Tract No. 3:

Beginning at the Northeast corner of Section 17 marked with a $\frac{1}{2}$ inch (one-half inch) steel pin and survey cap, the TRUE POINT OF BEGINNING;

Thence South 405.12 feet along the Easterly boundary of Section 17;

Thence South 89°30'00" West, 590.01 feet to the center of an Irrigation Lateral;

Thence along said center of Irrigation Lateral the following courses;

North 02°51'01" East, 50.09 feet;

North 53°50'41" West, 102.62 feet;

North 25°01'36" West 55.28 feet;

North 06°10'33" West, 248.89 feet to the Northerly boundary of Section 17;

Thence North 89°49'41" East, 720.52 feet along the Northerly boundary of Section 17 to the TRUE POINT OF BEGINNING.

PARCEL NO. 12:

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 13:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: W $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$; SW $\frac{1}{4}$

That part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence East 295 feet along the Section line;

Thence South 295 feet;

Thence West 295 feet to the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 295 feet to THE POINT OF BEGINNING.

SAVE AND EXCEPT the following described tracts:

Tract No. 1:

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

Commencing at the East quarter corner of said Section 34 and being THE TRUE POINT OF BEGINNING;

Thence South along the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1292.31 feet;

Thence North 88°14'00" West for a distance of 184.00 feet;

Thence North 0°02'57" East for a distance of 565.85 feet;

Thence North 20°04'20" West for a distance of 131.30 feet;

Thence North 2°39'27" West for a distance of 179.16 feet;

Thence North 45°58'09" West for a distance of 182.47 feet;

Thence North 57°59'41" West for a distance of 143.57 feet;

Thence North 78°30'15" West for a distance of 118.57 feet;

Thence South 73°35'32" West for a distance of 187.02 feet;

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Thence North 57°35'59" West for a distance of 58.82 feet;
Thence North 0°20'27" West for a distance of 211.33 feet to a point on the North boundary of the NE¼SE¼ of Section 34;
Thence North 89°52'03" East along the North boundary of the NE¼SE¼ for a distance of 836.26 feet to the East quarter corner of Section 34 and being THE TRUE POINT OF BEGINNING.

Tract No. 2:

A parcel of land located in the NW¼ more particularly described as follows:
Commencing at the Northwest corner of said Section 34; Thence South 89°59'34" East along the North boundary of the Northwest quarter
for a distance of 1216.53 feet to THE TRUE POINT OF BEGINNING;
Thence South 0°03'31" East parallel with the West boundary of the NE¼NW¼ for a distance of 168.00 feet;
Thence South 89°59'34" East parallel with the North boundary of the NW¼ for a distance of 112.00 feet to a point on the West boundary of the NE¼NW¼;
Thence South 0°03'21" East along the West boundary of the NE¼NW¼ for a distance of 127.00 feet;
Thence South 89°59'34" East parallel with the North boundary of the NW¼ for a distance of 295.00 feet;
Thence North 0°03'21" West parallel with the West boundary of the NE¼NW¼ for a distance of 295.00 feet to a point on the North boundary of the NE¼NW¼;
Thence North 89°59'34" West along the North boundary of the NW¼ for a distance of 407.00 feet to THE TRUE POINT OF BEGINNING.

EASEMENT NO. 2:

The East 25 feet of Section 33, Township 6 South, Range 14 East of the Boise Meridian, Gooding County, Idaho between the Northeast corner of said Section and a point 1320.0 feet South of the Northeast corner on the Section line as created in Grant of Easement dated April 4, 2002, recorded April 10, 2002 as Instrument No. 194769, Gooding County records.

PARCEL NO. 14:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 32: S½ lying Northeasterly of Railroad right of way as set forth in Deed recorded February 7, 1911 in Book 1 Deeds 156, records of Gooding County, Idaho,
SAVE AND EXCEPT the following described tracts:

Tract No. 1:

As set forth in microfilmed instrument No. 50741, described as follows:
A parcel of land being on the Northeasterly side of the centerline of Interstate 80N, Project No. I-80N-3(23142 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the SW¼SW¼ of said Section 32, described as follows, to-wit:
Commencing at the Southwest corner of said Section 32; Thence South 88°58'13" East along the South line of said Section 32, 378.0 feet,
more or less, to a point in a line parallel with and 20.00 feet Northeasterly from the centerline and opposite Station 1173+65.25 of Access Road No. 2 Survey, as shown on the plans of Interstate 80N, Project No. I-80N-3(23) I42 Highway Survey, and being THE REAL POINT OF BEGINNING;

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Thence North 36°06'13" West along said parallel line 620.04 feet to a point in the West line of said Section 32;
Thence South 1°13'47" West, 65.96 feet to a point in the Northeasterly right of way line of the Union Pacific Railroad (Northside Branch)
and bears South 53°53'47" West, 20.00 feet from Station 1167+97.65 of said Access Road No. 2 Survey;
Thence Southeasterly along said Northeasterly Railroad right of way line 537.0 feet, more or less, to a point in the South line of said
Section 32 and bears South 53°53'47" West, 20.00 feet from Station 1173+34.96 of said Access Road No. 2 Survey;
Thence South 88°58'13" East along said South line 50.18 feet to THE REAL POINT OF BEGINNING.
The Bearings as shown in the above land descriptions, unless otherwise noted, are from the Idaho Plane Coordinate System, based on
the transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°33'42" must be
subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

Tract No. 2:

Part of the NE¼SE¼, described as follows:

Beginning at the Northeast corner of the SE¼, which shall be THE TRUE POINT OF BEGINNING;
Thence South along the Section line 1100.94 feet to a point;
Thence on a curve to the left for 1685.61 feet to a point on the Quarter Section line, said curve having a central angle of 71°58'20" and a radius of 1341.88 feet;
Thence South 89°44'18" East along the Quarter section line for 1124.0 feet to THE TRUE POINT OF BEGINNING.

Tract No. 3:

Part of the SW¼SW¼, described as follows:

Commencing at the Northwest corner of the SW¼ of said Section 32;
Thence South 1°22'24" West, 2020.72 feet along the Westerly boundary of said SW¼ to THE TRUE POINT OF BEGINNING;
Thence South 1°22'24" West, 143.14 feet along said Westerly boundary to the Northeasterly boundary of Frontage Road No. 2 of Federal Aid Project I-80N-3(60) 142;
Thence South 36°06'13" East, 619.91 feet along said Northeasterly boundary to the Southerly boundary of said SW¼SW¼;
Thence South 89°24'04" East, 429.65 feet along said Southerly boundary;
Thence North 46°25'07" West, 624.35 feet;
Thence North 4°42'48" West, 213.65 feet;
Thence North 89°05'23" West, 321.69 feet to THE TRUE POINT OF BEGINNING.

TRACT D – TWIN FALLS COUNTY

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 36: Part of the NE¼SW¼, the SE¼SW¼ and part of the SW¼SW¼, more particularly described as:

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Beginning at the South $\frac{1}{4}$ Corner of Section 36, said corner marked by an iron pipe with brass cap on top which shall be the Point of Beginning;

Thence South $89^{\circ}56'16''$ West along the south line of Section 36 for a distance of 1656.34 feet;

Thence North $11^{\circ}53'27''$ West for a distance of 38.98 feet to a $\frac{1}{2}$ inch rebar;

Thence North $27^{\circ}02'17''$ West for a distance of 374.61 feet to a $\frac{1}{2}$ inch rebar;

Thence North $34^{\circ}46'53''$ West for a distance of 242.84 feet to a $\frac{1}{2}$ inch rebar;

Thence North $26^{\circ}47'37''$ West for a distance of 418.77 feet to a $\frac{1}{2}$ inch rebar;

Thence North $13^{\circ}29'52''$ West for a distance of 306.86 feet to a $\frac{1}{2}$ inch rebar;

Thence North $66^{\circ}00'52''$ West for a distance of 190.17 feet to a $\frac{1}{2}$ inch rebar on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

Thence North $89^{\circ}50'35''$ East along said line for a distance of 1081.10 feet to a $\frac{5}{8}$ inch rebar at the Northeast Corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

Thence North $00^{\circ}15'39''$ West along the West line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 for a distance of 1323.40 feet to a $\frac{5}{8}$ inch rebar at the

Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

Thence North $89^{\circ}44'55''$ East along the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 for distance of 1319.93 feet to a $\frac{5}{8}$ inch rebar at the

Center $\frac{1}{4}$ Corner of Section 36;

Thence South $00^{\circ}16'01''$ East along the East line of the SW $\frac{1}{4}$ of Section 36 for a distance of 2651.15 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: Part of Section 1, more particularly described as follows:

Beginning at the Northeast Corner of Section 1, said corner marked by an iron pipe with brass cap on top which shall be the Point of Beginning;

Thence South $00^{\circ}05'55''$ West along the East line of Section 1 for a distance of 5306.74 feet to a $\frac{5}{8}$ inch rebar at the Southeast Corner of Section 1;

Thence South $88^{\circ}44'42''$ West along the South line of Section 1 for a distance of 1232.60 feet;

Thence North $00^{\circ}21'59''$ West for a distance of 35.88 feet to a $\frac{1}{2}$ inch rebar;

Thence South $82^{\circ}13'54''$ East (South $82^{\circ}17'15''$ East., rec.) for a distance of 151.34 feet (151.28 feet, rec.) to a $\frac{1}{2}$ inch rebar;

Thence North $00^{\circ}01'45''$ East (North $00^{\circ}00'45''$ East, rec.) for a distance of 349.90 feet (349.95 feet, rec.) to a $\frac{1}{2}$ inch rebar;

Thence North $89^{\circ}54'39''$ West (North $89^{\circ}55'56''$ West, rec.) for a distance of 420.51 feet (414.87 feet, rec.) to a $\frac{1}{2}$ inch rebar approximately

10.00 feet Easterly from the East edge of a farm road;

Thence Easterly and Northerly approximately parallel with and 10.00 feet Easterly and Northerly from the edge of said farm road following

courses and distance;

North $18^{\circ}48'00''$ West (North $20^{\circ}20'22''$ West, rec.) for a distance of 231.27 feet;

North $11^{\circ}01'59''$ West (North $11^{\circ}02'55''$ West, rec.) for a distance of 126.75 feet (126.76 feet, rec.);

North $05^{\circ}14'53''$ West (North $05^{\circ}15'49''$ West, rec.) for a distance of 69.50 feet (69.52 feet, rec.);

North $01^{\circ}20'40''$ West (North $01^{\circ}21'36''$ West, rec.) for a distance of 200.14 feet (200.21 feet, rec.);

North $10^{\circ}55'06''$ West (North $10^{\circ}56'02''$ West, rec.) for a distance of 510.04 feet (510.22 feet, rec.);

North $04^{\circ}26'14''$ West (North $04^{\circ}27'10''$ West, rec.) for a distance of 135.52 feet (135.57 feet, rec.);

North $12^{\circ}20'16''$ West (North $12^{\circ}21'12''$ West, rec.) for a distance of 74.85 feet (74.88 feet, rec.);

North $21^{\circ}16'01''$ West (North $21^{\circ}16'57''$ West, rec.) for a distance of 69.90 feet (69.92 feet, rec.);

North $25^{\circ}19'03''$ West (North $25^{\circ}19'59''$ West, rec.) for a distance of 78.26 feet (78.29 feet, rec.);

North $19^{\circ}46'24''$ West (North $19^{\circ}47'20''$ West, rec.) for a distance of 108.93 feet (108.97 feet, rec.);

North $15^{\circ}53'58''$ West (North $15^{\circ}54'54''$ West, rec.) for a distance of 413.62 feet (413.77 feet, rec.);

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North 16°46'06" West (North 16°47'02" West, rec.) for a distance of 125.86 feet (125.90 feet, rec.);
 North 10°54'11" West (North 10°55'07" West, rec.) for a distance of 98.34 feet (98.37 feet, rec.);
 North 03°00'42" West (North 03°01'38" West, rec.) for a distance of 49.44 feet (49.46 feet, rec.);
 North 02°04'10" East (North 02°03'14" East, rec.) for a distance of 432.11 feet (432.26 feet, rec.);
 North 17°54'31" West (North 17°55'27" West, rec.) for a distance of 58.79 feet (58.81 feet, rec.);
 North 23°44'16" West (North 23°45'12" West, rec.) for a distance of 159.36 feet (159.42 feet, rec.);
 North 15°40'58" West (North 15°41'54" West, rec.) for a distance of 51.98 feet (52.00 feet, rec.);
 North 08°52'16" West (North 08°53'12" West, rec.) for a distance of 57.24 feet (57.26 feet, rec.);
 North 05°42'08" West (North 05°43'04" West, rec.) for a distance of 98.74 feet (98.77 feet, rec.);
 North 16°46'34" West (North 16°47'30" West, rec.) for a distance of 46.79 feet (46.81 feet, rec.);
 North 11°09'23" East (North 11°08'27" East, rec.) for a distance of 67.86 feet (67.88 feet, rec.);
 North 09°01'48" West (North 09°02'44" West, rec.) for a distance of 51.24 feet (51.26 feet, rec.);
 North 36°13'24" West (North 36°14'20" West, rec.) for a distance of 67.84 feet (67.86 feet, rec.);
 North 54°18'33" West (North 54°19'29" West, rec.) for a distance of 193.41 feet (193.48 feet, rec.);
 North 58°19'35" West (North 58°20'31" West, rec.) for a distance of 201.42 feet (201.49 feet, rec.);
 North 66°04'19" West (North 66°05'15" West, rec.) for a distance of 62.60 feet (62.62 feet, rec.);
 North 73°25'36" West (North 73°26'32" West, rec.) for a distance of 53.44 feet (53.46 feet, rec.);
 North 80°15'50" West (North 80°16'46" West, rec.) for a distance of 47.74 feet (47.76 feet, rec.);
 North 60°29'24" West (North 60°30'20" West, rec.) for a distance of 132.43 feet (132.48 feet, rec.);
 North 64°07'46" West (North 64°08'42" West, rec.) for a distance of 93.75 feet (93.78 feet, rec.);
 North 77°01'26" West (North 77°02'22" West, rec.) for a distance of 87.55 feet (87.58 feet, rec.);
 North 56°20'07" West (North 56°21'03" West, rec.) for a distance of 57.07 feet (57.09 feet, rec.);
 North 71°52'38" West (North 71°53'34" West, rec.) for a distance of 41.75 feet (41.76 feet, rec.);
 South 53°17'19" West (South 53°16'23" West, rec.) for a distance of 38.14 feet (38.15 feet, rec.);
 South 66°19'00" West (South 66°18'04" West, rec.) for a distance of 60.04 feet (60.06 feet, rec.);
 South 77°23'54" West (South 77°22'58" West, rec.) for a distance of 62.97 feet (62.99 feet, rec.);
 South 86°10'53" West (South 86°09'57" West, rec.) for a distance of 83.33 feet (83.36 feet, rec.);
 North 87°13'38" West (North 87°14'34" West, rec.) for a distance of 174.34 feet (174.40 feet, rec.);
 North 75°43'30" West (North 75°44'26" West, rec.) for a distance of 53.76 feet (53.78 feet, rec.);
 North 62°26'53" West (North 62°27'49" West, rec.) for a distance of 136.05 feet (136.10 feet, rec.);
 North 55°16'51" West (North 55°17'47" West, rec.) for a distance of 273.33 feet (273.43 feet, rec.);
 North 50°53'02" West (North 50°53'58" West, rec.) for a distance of 59.90 feet (59.92 feet, rec.);
 North 44°06'33" West (North 44°07'29" West, rec.) for a distance of 34.65 feet (34.66 feet, rec.);
 North 82°18'27" West (North 82°19'23" West, rec.) for a distance of 30.80 feet;
 Thence North 29°03'05" West leaving said farm road for a distance of 17.63 feet to a ½ inch rebar;
 Thence North 29°03'05" West for a distance of 363.07 feet to a ½ inch rebar;
 Thence North 21°21'11" West for a distance of 270.44 feet to a ½ inch rebar;
 Thence North 11°53'27" West for a distance of 416.92 feet to the North line of Section 1;
 Thence North 89°56'16" East along said line for a distance of 1656.35 feet to an iron pipe at the North ¼
 Corner of Section 1;
 Thence North 89°40'08" East along the North line of Section 1 for a distance of 2631.12 feet to the Point
 of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
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Section 12: Part of the NE¼, more particularly described as follows:

Beginning at the Northeast Corner of Section 12, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence South 00°03'54" West along the East line of Section 12 for a distance of 2653.35 feet to a 5/8 inch rebar at the East ¼ Corner of Section 12;

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Thence South 89°08'28" West along the South line of the NE¼ of Section 12 for a distance of 1001.68 feet to a ½ inch rebar;
Thence North 00°02'42" West for a distance of 774.72 feet to a ½ inch rebar;
Thence South 63°58'01" East for a distance of 287.27 feet to a ½ inch rebar;
Thence North 09°08'43" East for a distance of 296.90 feet to a ½ inch rebar;
Thence North 09°08'43" East for a distance of 8.90 feet to the centerline of a road;
Thence North 73°00'49" West along said centerline for a distance of 138.63 feet;
Thence North 66°18'30" West along said centerline for a distance of 50.04 feet;
Thence North 55°27'23" West along said centerline for a distance of 52.13 feet;
Thence North 39°26'00" West along said centerline for a distance of 102.35 feet;
Thence North 24°56'09" West along said centerline for a distance of 76.05 feet;
Thence North 19°33'18" West along said centerline for a distance of 415.42 feet;
Thence North 09°54'46" West along said centerline for a distance of 952.98 feet;
Thence North 20°07'18" West along said centerline for a distance of 104.99 feet;
Thence South 88°15'21" East for a distance of 30.62 feet to a ½ inch rebar;
Thence South 88°15'21" East for a distance of 93.41 feet to a ½ inch rebar;
Thence North 00°21'59" West for a distance of 27.62 feet to the North line of Section 12;
Thence North 88°44'42" East for a distance of 1232.60 feet to the Point of Beginning.

TRACT E – GOODING COUNTY (L & S Landholding)

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
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Section 26: NE¼NW¼

PARCEL NO. 2:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 26: A parcel of land located in the S½NW¼, more particularly described as follows:
Commencing at the Northwest corner of said Section 26, from which the West one-quarter corner bears South 00°00'00" East - 2662.38 feet;
Thence South 00°00'00" East along the West boundary of the Northwest Quarter of Section 26 for a distance of 1,331.19 feet to the Northwest corner of the South one-half of the Northwest Quarter of Section 26 and being the TRUE POINT OF BEGINNING;
Thence North 89°42'15" East along the North boundary of the South one-half of the Northwest Quarter of Section 26 for a distance of 2,639.80 feet to the Northeast corner of the South one-half of the Northwest Quarter of Section 26;
Thence South 00°10'50" East along the East boundary of the South one-half of the Northwest Quarter of Section 26 for a distance of 1,324.06 feet;
Thence South 89°33'00" West for a distance of 1,580.97 feet to a point on the arc of a curve right;
Thence Northwesterly along the arc of the curve right for a distance of 1,561.82 feet to a point on the Easterly easement boundary of a county road, said arc having a radius of 1,326.00 feet and a long chord bearing and distance of North 44°48'04" West, for 1,473.10 feet;
Thence North 90°00'00" West for a distance of 25.00 feet to a point on the West boundary of the Northwest Quarter of Section 26;
Thence North 00°00'00" East along the West boundary of the South one-half of the Northwest Quarter for a distance of 277.60 feet to the TRUE POINT OF BEGINNING.

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PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
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Section 26: Part of the NE¼, more particularly described as follows:

Beginning at the North Quarter corner of Section 26;

Thence South 89°51' East, 340.75 feet along the Northerly boundary of Section 26 to THE TRUE POINT OF BEGINNING;

Thence South 31°47'55" West, 152.43 feet;

Thence South 36°18'06" East, 59.97 feet;

Thence South 89°51' East, 244.34 feet;

Thence North 0°09' East, 178.00 feet to a point on the Northerly boundary of Section 26;

Thence North 89°51' West, 200.00 feet along the Northerly boundary of Section 26 to THE TRUE POINT OF BEGINNING.

TRACT F – GOODING COUNTY (Riverbend Dairy)

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SE¼ (formerly described as E½S½) SAVE AND EXCEPT for highway purposes described as follows:

A parcel of land being on the Northerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the S½ of Section

3, described as follows, to-wit:

Beginning at the Southeast corner of Section 3, which bears North 0°27'54" East, 33.19 feet from Station 285+36.52 of said U.S. Highway

No. 20-26, Project No. F-2351(3) Highway Survey;

Thence South 89°55'59" West along the South line of said Section 3, 5292.51 feet to the Southwest corner of said Section 3, which bears

North 0°03'33" West, 33.22 feet from Station 232+44.30 of said Highway Survey;

Thence North 0°05'27" East along the West line of said Section 3, 28.78 feet to a point in a line parallel with and 60.0 feet Northerly from

the centerline and bears North 0°03'33" West from Station 232+44.39 of said Highway Survey;

Thence along said parallel line as follows:

North 89°56'27" East, 5102.90 feet to a point opposite Station 283+47.29 of said Highway Survey, East along an 11,519.16 foot radius curve

right 105.55 feet to a point opposite Station 284+52.29 of said Highway Survey, South 89°32'06" East, 84.15 feet to a point in the East line

of said Section 3, and bears North 0°27'54" East for Station 285+36.44 of said Highway Survey;

Thence South 0°18'19" West along said East line 26.81 feet to THE PLACE OF BEGINNING.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on

transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°26'41" must be subtracted

from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

PARCEL NO. 2

Mortgage

Big Sky Dairy

Loan Nos. 201757, 201758 and 201687

110011397.2 0053564-00508

TOWNSHIP 6 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: That part of the N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and West of the "South Gooding Main" of Big Wood Canal Company,
EXCEPTING THEREFROM the following described tract of land:

The following bearings as shown in the following description, unless otherwise noted are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°26'41" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings;

Beginning at the Southwest corner of Section 2, which bears North 0°27'54" East, 33.19 feet from Station 285+36.52 of said U.S. Highway

No. 20-26, Project No. F-2351(3) Highway Survey;

Thence North 0°18'19" East, along the West line of said Section 2, 26.81 feet;

Thence South 89°32'06" East, 1315.70 feet to the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence South 0°18'19" West, along the East line of SW $\frac{1}{4}$ SW $\frac{1}{4}$, 21.73 feet to the Southeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°45'22" West, along the South line of Section 2, 1315 feet, more or less, to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 4:

TOWNSHIP 6 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: A tract of land being in the E $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said Section 10, marked by a found 3/4 inch rebar; Thence along the East line of said Section 10,

South 00°40'06" West, a distance of 719.32 feet to the Southeast corner of a tract of land conveyed to Juan and Carmen Ramos by

Instrument Number 209175 in the Gooding County Recorder's Office, marked by a set 5/8 inch x 30 inch rebar and plastic cap, and being also the POINT OF BEGINNING;

Thence continuing along the East line of said Section 10, South 00°40'06" West, a distance of 152.24 feet to a corner of a tract of land

conveyed to Todd C. Summers by Instrument #176010 in the Gooding County Recorder's Office, marked by a set 5/8 inch x 30 inch rebar and cap;

Thence following the lines of said Summers tract the following courses and distances:

South 89°46'18" West, a distance of 38.00 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 36°28'13" West, a distance of 89.70 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 43°29'44" West, a distance of 74.08 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 29°05'20" West, a distance of 135.83 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 38°01'31" West, a distance of 35.18 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Mortgage

Big Sky Dairy

Loan Nos. 201757, 201758 and 201687

110011397.2 0053564-00508

Thence South 64°59'33" West, a distance of 101.60 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 South 36°04'34" West, a distance of 113.42 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 South 30°42'42" West, a distance of 48.32 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence South 27°53'41" West, a distance of 64.81 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence South 57°58'01" West, a distance of 148.22 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence leaving the lines of said Summers tract and continuing South 05°03'22" West, a distance of 447.53 feet to a corner of said Summers tract marked by a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence continuing along the lines of said Summers tract the following courses and distances:
 South 12°06'22" West, a distance of 57.01 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 South 79°58'34" West, a distance of 283.07 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 North 83°56'52" West, a distance of 182.78 feet to a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence leaving the lines of said Summers tract and continuing North 89°09'36" West, a distance of 251.35 feet to the Southeast corner of the NE¼SW¼NE¼ of said Section 10, marked by a set 5/8 inch x 30 inch rebar and plastic cap;
 Thence along the East line of the West ½ of said Section 10, North 00°31'54" East, a distance of 1890.27 feet to the South line of the right-of-way of U.S. Highway 20-26, Project #F-2351(3) as conveyed by Instrument #15173 in the Gooding County Recorder's Office, marked by a found 5/8 inch rebar;
 Thence along the South line of said right-of-way, North 89°56'29" East, a distance of 1115.59 feet to the Northwest corner of a tract of land conveyed to Benigno and Estefania Mamani by Instrument #175794 in the Gooding County Recorder's Office, marked by a 5/8 inch rebar;
 Thence along the West lines of said Ramos and Mamani tracts, South 00°40'06" West, a distance of 626.21 feet to the Southwest corner of said Mamani tract, from which a set 5/8 inch x 30 inch rebar with plastic cap bears North 89°50'14" West 1.0 feet and another set 5/8 inch x 30 inch rebar and plastic cap bears South 89°50'14" East 1.0 feet;
 Thence along the South line of said Mamani tract, South 89°50'14" East, a distance of 208.71 feet to the POINT OF BEGINNING.

TRACT G – GOODING COUNTY (Strickland)

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
 GOODING COUNTY, IDAHO

Section 22: Part of the S½SW¼, more particularly described as follows:

Beginning at the Southwest corner of Section 22 in Township 6 South, Range 14 East Boise Meridian, said corner marked by a ½ inch rebar which shall be THE POINT OF BEGINNING;
 Thence North 00°18'20" East along the West line of Section 22 for a distance of 480.11 feet;
 Thence South 89°41'40" East for a distance of 32.18 feet to a ½ inch rebar;
 Thence along a non-tangent curve to the right for a distance of 1189.96 feet to a ½ inch rebar, said curve having a radius of 1384.74 feet, a delta angle of 49°14'11", and a long chord bearing of North 44°33'26" East for a distance of 1153.69 feet;
 Thence North 00°38'30" East for a distance of 17.32 feet to a ½ inch rebar on the North line of the S½SW¼;
 Thence South 89°21'20" East along said 1/16 section line for a distance of 1811.65 feet to a ½ inch rebar at the Northeast corner of the S½SW¼;
 Thence South 00°17'03" West along the East line of the S½SW¼ for a distance of 1354.50 feet to a ½ inch rebar at the South ¼ corner;

Thence North 88°47'56" West along the South line of Section 22 for a distance of 2649.78 feet to THE POINT OF BEGINNING.

TRACT H - OWYHEE COUNTY

TOWNSHIP 9 SOUTH, RANGE 11 EAST OF THE BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO

Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 9 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO

Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 18: Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$

Section 21: SE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 28: W $\frac{1}{2}$

Section 29: E $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 32: NW $\frac{1}{4}$

EXHIBIT B

Big Sky

Loan No: 201687, 201757 and 201758

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

IRRIGATION AND DAIRY EQUIPMENT

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits.

Together with all main and hand lines, valve openers, end plugs, risers, stems, sprinkler birds, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipe, etc. pertaining to the irrigation equipment, and situated on or appurtenant to the Real Property described on Exhibit A, whether now owned or hereafter acquired.

Together with all milking equipment located in the dairy facilities, including, but not limited to, milking systems with auto takeoffs, wash systems, temperature control systems, milking stanchions, grain tanks with feeding system, bulk tanks, crowd gates, water heaters, vacuum pumps, condensing units, refrigeration equipment, waste separators, motors, including electric and diesel, centrifugal and turbine pumps, silos, lock up corral stanchions, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Real Property described on Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any such property.

EXHIBIT B

Big Sky

Loan No: 201687, 201757 and 201758

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING****IDWR – WATER RIGHTS**

Water Right (License/Decree #)	Water Source	Priority Date
45-2356A	GROUND WATER	27-Nov-50
45-2377B	GROUND WATER	14-May-51
45-2394	GROUND WATER	16-Oct-51
45-2396	GROUND WATER	13-Sep-51
45-2534A	GROUND WATER	4-Sep-56
45-2606A	GROUND WATER	3-Mar-60
45-2652	GROUND WATER	16-May-61
45-2685	GROUND WATER	19-Jan-63
45-7012	GROUND WATER	11-Sep-67
45-7147	GROUND WATER	31-Jul-73
45-7148	GROUND WATER	31-Jul-73
45-7258	GROUND WATER	2-Feb-76
45-7276	GROUND WATER	13-Oct-76
45-7335	GROUND WATER	19-Sep-78
45-7340A	GROUND WATER	2-Feb-78
45-7355	GROUND WATER	21-Aug-78
45-13549	GROUND WATER	21-Aug-78
45-13853	GROUND WATER	30-Jun-85
45-13854	GROUND WATER	30-Jun-85
36-2671C	GROUND WATER	9-Jan-67
36-2671G	GROUND WATER	9-Jan-67
36-2671K	GROUND WATER	9-Jan-67
36-2671L	GROUND WATER	9-Jan-67
36-7157D	GROUND WATER	16-Feb-71
36-7366A	GROUND WATER	13-Aug-73
36-7366B	GROUND WATER	13-Aug-73
36-7367C	GROUND WATER	13-Aug-73
36-7367G	GROUND WATER	13-Aug-73
36-7367K	GROUND WATER	13-Aug-73
36-7367L	GROUND WATER	13-Aug-73
36-7381C	GROUND WATER	19-Sep-73
36-7381G	GROUND WATER	19-Sep-73
36-7381K	GROUND WATER	19-Sep-73
36-7381L	GROUND WATER	19-Sep-73
36-7402	GROUND WATER	8-Nov-73
36-7445C	GROUND WATER	21-Feb-74
36-7445G	GROUND WATER	21-Feb-74
36-7445K	GROUND WATER	21-Feb-74
36-7445L	GROUND WATER	21-Feb-74
36-7480D	GROUND WATER	31-May-74
36-7480H	GROUND WATER	31-May-74

Mortgage
Big Sky Dairy
Loan Nos. 201757, 201758 and 201687
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Water Right (License/Decree #)	Water Source	Priority Date
36-7480L	GROUND WATER	31-May-74
36-7480M	GROUND WATER	31-May-74
36-11141	GROUND WATER	10-May-58
37-84B	BIG WOOD RIVER	5/15/1897
37-675A	BIG WOOD RIVER	5/20/1897
37-20724	GROUND WATER	16-Feb-71
37-20725	GROUND WATER	16-Feb-71
37-20731	GROUND WATER	3-Jun-75
37-20732	GROUND WATER	3-Jun-75
37-20858	GROUND WATER	1-Jan-71
37-20859	GROUND WATER	1-Jan-74
37-20860	GROUND WATER	1-Jan-75
37-20861	GROUND WATER	1-Jan-82
37-20862	GROUND WATER	1-Jan-92
37-2687A	GROUND WATER	8-Mar-63
37-2433	BIG WOOD RIVER	12-May-26
37-7247	GROUND WATER	10-Jul-73
37-7388	GROUND WATER	30-Sep-74
37-7419B	GROUND WATER	29-Jan-75
37-7419C	GROUND WATER	29-Jan-75
37-7435A	GROUND WATER	22-Apr-75
37-7639A	GROUND WATER	8-Jul-77
37-7805	GROUND WATER	25-Mar-75
37-8054	GROUND WATER	1-Jul-83
37-12831	GROUND WATER	1-Jan-40
37-12832	GROUND WATER	31-May-19
37-12833	GROUND WATER	1-Jan-77
37-12835	GROUND WATER	31-May-18
37-7440A	GROUND WATER	31-May-74
37-12911	GROUND WATER	15-Mar-55
51-2185	GROUND WATER	9-Dec-63
51-2186	GROUND WATER	9-Dec-63
51-2188	GROUND WATER	11-Jan-64
51-2189	GROUND WATER	24-Dec-63
51-7014	GROUND WATER	19-Feb-68
51-7018	GROUND WATER	5-Apr-68
51-7030	GROUND WATER	30-Sep-68
51-7038	GROUND WATER	20-Jun-69
51-10046	GROUND WATER	30-Jun-85
51-10137	GROUND WATER	30-Sep-75
51-10201	GROUND WATER	1-Mar-77
51-10290	GROUND WATER	20-May-71
51-10291	GROUND WATER	20-May-68
51-10292	GROUND WATER	31-Dec-71
51-13117	GROUND WATER	19-Feb-68
37-2679	GROUND WATER	28-Sep-62
37-7005	GROUND WATER	22-Nov-67
37-7488	GROUND WATER	15-Apr-76
37-10537	GROUND WATER	15-Apr-24
37-10538	GROUND WATER	15-Apr-24

Mortgage
 Big Sky Dairy
 Loan Nos. 201757, 201758 and 201687
 110011397.2 0053564-00508

Water Right (License/Decree #)	Water Source	Priority Date
37-20721	GROUND WATER	10-Jan-73
37-22158	GROUND WATER	10-Jan-73
37-22159	GROUND WATER	10-Jan-73
37-20857	GROUND WATER	10-Aug-25
37-8751	GROUND WATER	11-Jun-91
37-7458A	GROUND WATER	14-Oct-75
37-11157	GROUND WATER	1-Jul-45
37-8865	GROUND WATER	25-Mar-74
37-19820	GROUND WATER	31-Dec-46
37-19821	GROUND WATER	31-Dec-76

Canal Share Certificate Water Rights

67 acres of water use under American Falls Reservoir District Customer No. 83.
78 uncertificated shares of American Falls Reservoir District.

CERTIFICATE NUMBER	NUMBER OF SHARES
Big Wood Canal Company:	
11893	51.00
11894	72.67
12332	57.00
12331	35.00
12352	30.00
(Via American Falls Reservoir District #2 delivery system)	
New Share # was part of Share #13930	64.00*
New Share# was Share #119	73.00*
New Share# was Share #2799	45.00*
New Share# was Share #2800	87.00*
New Share# was Share #2801	80.00*
TOTAL SHARES:	594.68

Uncertificated supplemental water shares issued through Big Wood Canal Company:

USE NUMBER	ACRE FEET
283	177.20
284	45.20
285	40.00
TOTAL SUPPLEMENTAL SHARES:	262.40

Uncertificated supplemental water shares issued through American Falls #2 Canal Company:

CERTIFICATE NUMBER	NUMBER OF SHARES
American Falls #2 Canal Company:	12.5
TOTAL SHARES	12.5

*these canal share certificates to be re-issued in the name of Borrower

Mortgage
Big Sky Dairy
Loan Nos. 201757, 201758 and 201687
110011397.2 0053564-00508

Maline, Denise

From: Maline, Denise
Sent: Wednesday, January 19, 2022 11:49 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Refund Request - TitleOne.pdf

Good morning,

Attached please find a refund request being submitted for processing.

Thank you,

Denise @ Southern

Idaho Department of Water Resources Receipt
Receipt ID: S038635

Payment Amount	\$2,650.00	Date Received	6/15/2021	Region	SOUTHERN
Payment Type	Check	Check Number	35639		
Payer	TITLEONE				
Comments	NOTICE OF SECURITY INTEREST FROM: METLIFE REAL ESTATE LENDING LLC. FOR: BIG SKY DAIRY, AN ID LTD. PARTNERSHIP (106) WR#S. DOCUMENT NUMBER: R210812				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$2,650.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

C O P Y

Signature Line (Department Representative)

Customer paid for updating 106 water rights. Attachment to the Notice only listed 101 water rights.

Please refund \$125.00 to:

TitleOne
PO Box 177
Burley ID 83318-0177
(208) 878-3524

AM 1-19-2022



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 19, 2022

METLIFE REAL ESTATE LENDING LLC
METLIFE INVESTMENT MANAGEMENT LLC
10801 MASTIN BLVD STE 700
OVERLAND PARK KS 66210-1673

RE: Notice of Security Interest for Water Right(s) in the name of Big Sky Dairy: *See attached list*

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. You will notice that attorney Robert E Williams has been copied on this letter, as he is listed as attorney of record on a number of these water rights. If this is in not correct, Mr. Williams can be removed as attorney of record with written authorization from either you or Mr. Williams.

While processing this request, it was noted that the fees paid would cover processing the Security Interest on 106 water rights. However, there were only 101 water rights listed on the attached Exhibit A. A refund request in the amount of \$125.00 has been submitted for processing and will be sent to TitleOne in Burley under separate cover.

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Big Sky Dairy

Metropolitan Life Insurance Co, Agricultural Investments, security interest holder (w/o enclosures)

TitleOne, Burley (File #21405245)

Robert E Williams, attorney (w/o enclosures)

WR	Number:	Process	Basis	Current Owner
36	2671C	Water Right	Decreed	BIG SKY DAIRY
36	2671G	Water Right	Decreed	BIG SKY DAIRY
36	2671K	Water Right	Decreed	BIG SKY DAIRY
36	2671L	Water Right	Decreed	BIG SKY DAIRY
36	7157D	Water Right	Decreed	BIG SKY DAIRY
36	7366A	Water Right	Decreed	BIG SKY DAIRY
36	7366B	Water Right	Decreed	BIG SKY DAIRY
36	7367C	Water Right	Decreed	BIG SKY DAIRY
36	7367G	Water Right	Decreed	BIG SKY DAIRY
36	7367K	Water Right	Decreed	BIG SKY DAIRY
36	7367L	Water Right	Decreed	BIG SKY DAIRY
36	7381C	Water Right	Decreed	BIG SKY DAIRY
36	7381G	Water Right	Decreed	BIG SKY DAIRY
36	7381K	Water Right	Decreed	BIG SKY DAIRY
36	7381L	Water Right	Decreed	BIG SKY DAIRY
36	7402	Water Right	Decreed	BIG SKY DAIRY
36	7445C	Water Right	Decreed	BIG SKY DAIRY
36	7445G	Water Right	Decreed	BIG SKY DAIRY
36	7445K	Water Right	Decreed	BIG SKY DAIRY
36	7445L	Water Right	Decreed	BIG SKY DAIRY
36	7480D	Water Right	Decreed	BIG SKY DAIRY
36	7480H	Water Right	Decreed	BIG SKY DAIRY
36	7480L	Water Right	Decreed	BIG SKY DAIRY
36	7480M	Water Right	Decreed	BIG SKY DAIRY
36	11141	Water Right	Decreed	BIG SKY DAIRY
37	84B	Water Right	Decreed	BIG SKY DAIRY
37	675A	Water Right	Decreed	BIG SKY DAIRY
37	2433	Water Right	Decreed	BIG SKY DAIRY
37	2679	Water Right	Decreed	BIG SKY DAIRY
37	2687A	Water Right	Decreed	BIG SKY DAIRY
37	7005	Water Right	Decreed	BIG SKY DAIRY
37	7247	Water Right	Decreed	BIG SKY DAIRY
37	7388	Water Right	Decreed	BIG SKY DAIRY
37	7419B	Water Right	Decreed	BIG SKY DAIRY
37	7419C	Water Right	Decreed	BIG SKY DAIRY
37	7435A	Water Right	Decreed	BIG SKY DAIRY

37	7440A	Water Right	Decreed	BIG SKY DAIRY
37	7458A	Water Right	Decreed	BIG SKY DAIRY
37	7488	Water Right	Decreed	BIG SKY DAIRY
37	7639A	Water Right	Decreed	BIG SKY DAIRY
37	7805	Water Right	Decreed	BIG SKY DAIRY
37	8054	Water Right	Decreed	BIG SKY DAIRY
37	8751	Water Right	License	BIG SKY DAIRY
37	8865	Water Right	Decreed	BIG SKY DAIRY
37	10537	Water Right	Decreed	BIG SKY DAIRY
37	10538	Water Right	Decreed	BIG SKY DAIRY
37	11157	Water Right	Decreed	BIG SKY DAIRY
37	12831	Water Right	Decreed	BIG SKY DAIRY
37	12832	Water Right	Decreed	BIG SKY DAIRY
37	12833	Water Right	Decreed	BIG SKY DAIRY
37	12835	Water Right	Decreed	BIG SKY DAIRY
37	12911	Water Right	Decreed	BIG SKY DAIRY
37	19820	Water Right	Decreed	BIG SKY DAIRY
37	19821	Water Right	Decreed	BIG SKY DAIRY
37	20721	Water Right	Decreed	BIG SKY DAIRY
37	20724	Water Right	Decreed	BIG SKY DAIRY
37	20725	Water Right	Decreed	BIG SKY DAIRY
37	20731	Water Right	Decreed	BIG SKY DAIRY
37	20732	Water Right	Decreed	BIG SKY DAIRY
37	20857	Water Right	Decreed	BIG SKY DAIRY
37	20858	Water Right	Decreed	BIG SKY DAIRY
37	20859	Water Right	Decreed	BIG SKY DAIRY
37	20860	Water Right	Decreed	BIG SKY DAIRY
37	20861	Water Right	Decreed	BIG SKY DAIRY
37	20862	Water Right	Decreed	BIG SKY DAIRY
37	22158	Water Right	Decreed	BIG SKY DAIRY
37	22159	Water Right	Decreed	BIG SKY DAIRY
45	2356A	Water Right	Decreed	BIG SKY DAIRY
45	2377B	Water Right	Decreed	BIG SKY DAIRY
45	2394	Water Right	Decreed	BIG SKY DAIRY
45	2396	Water Right	Decreed	BIG SKY DAIRY
45	2534A	Water Right	Decreed	BIG SKY DAIRY
45	2606A	Water Right	Decreed	BIG SKY DAIRY

45	2652	Water Right	Decreed	BIG SKY DAIRY
45	2685	Water Right	Decreed	BIG SKY DAIRY
45	7012	Water Right	Decreed	BIG SKY DAIRY
45	7147	Water Right	Decreed	BIG SKY DAIRY
45	7148	Water Right	Decreed	BIG SKY DAIRY
45	7258	Water Right	Decreed	BIG SKY DAIRY
45	7276	Water Right	Decreed	BIG SKY DAIRY
45	7335	Water Right	Decreed	BIG SKY DAIRY
45	7340A	Water Right	Decreed	BIG SKY DAIRY
45	7355	Water Right	Decreed	BIG SKY DAIRY
45	13549	Water Right	Decreed	BIG SKY DAIRY
45	13853	Water Right	Decreed	BIG SKY DAIRY
45	13854	Water Right	Decreed	BIG SKY DAIRY
51	2185	Water Right	Decreed	BIG SKY DAIRY
51	2186	Water Right	Decreed	BIG SKY DAIRY
51	2188	Water Right	Decreed	BIG SKY DAIRY
51	2189	Water Right	Decreed	BIG SKY DAIRY
51	7014	Water Right	Decreed	BIG SKY DAIRY
51	7018	Water Right	Decreed	BIG SKY DAIRY
51	7030	Water Right	Decreed	BIG SKY DAIRY
51	7038	Water Right	Decreed	BIG SKY DAIRY
51	10046	Water Right	Decreed	BIG SKY DAIRY
51	10137	Water Right	Decreed	BIG SKY DAIRY
51	10201	Water Right	Decreed	BIG SKY DAIRY
51	10290	Water Right	Decreed	BIG SKY DAIRY
51	10291	Water Right	Decreed	BIG SKY DAIRY
51	10292	Water Right	Decreed	BIG SKY DAIRY
51	13117	Water Right	Decreed	BIG SKY DAIRY



211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Avenue West, STE 500
Twin Falls, ID 83301

Date: 06/11/2021

Escrow No. 21405245
Buyer: Big Sky Dairy

RECEIVED
JUN 15 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

Greetings,

Enclosed please find the following documents in connection to the above referred to transaction.

- TitleOne Check no. 35639 in the amount of \$2,650.00
- Notice of Security Interest in a Water Right
- Copy of Recorded Mortgage Instrument no. 2021012544

Please return a receipted copy to:

TitleOne Jerome
237 N Lincoln
Jerome, ID 83338

Should you have any concerns please do not hesitate to call the number listed above.

Best Regards

Alyssa Olsen
Ag Escrow Assistant