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Department of Water Resources
Eastern Region

Curt R. Thomsen
James D. Holman*
J. Michael Wheeler
Michael J. Whyte
Jacob S. Wessel
Richard R. Friess
*Also Member of Nebraska Bar

January 4, 2019

IDAHO DEPARTMENT OF WATER
RESOURCES - EASTERN REGION
900 N. SKYLINE DR. - STE. A
IDAHO FALLS, ID 83402-1718

CRYSTAL ROACHE
CINDY SMYER
WATER DISTRICT #34
PO BOX 53
MACKAY, ID 83251

RE: IMLER'S POULTRY, LP - WATER RIGHTS

Dear Sirs:

This office represents Imler's Poultry. Recently Water District #34 wrote Imler regarding not filing paperwork for water rights associated with property purchased by Imler. Attached to that correspondence was a notice of change of water right ownership concerning water rights 34-14093, 14095 and 10591, listing the Currier Family Trust as the previous owner.

This has created some confusion for Imler. Imler bought this property from one Ralf Campenale on or about June 28, 2001.

Imler's knowledge concerning these matters is somewhat limited, but it appears an owner by the name of Taglio sold his property to the Currier Family Trust. The date of the transfer is uncertain.

Imler is uncertain if the referenced water rights 34-14093, 14095 and 10591 were appurtenant to the property he acquired from Campenale. I am enclosing the deed to Imler's Poultry from Campenale and would request that you contact me so that I can straighten this matter out, supply the required information, and deal with any deficiencies.

Thank you for your assistance.

Sincerely,


Curt R. Thomsen

CRT:clm
6453\CORRESPONDENCE\IDWR
cc: Imler
Enclosures

6453

Order No. 26943

WARRANTY DEED

FOR VALUE RECEIVED and as relinquished property in an I.R.C. 1031 tax deferred exchange,

RALPH P. CAMPANALE, a married man, as his sole and separate property

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

IMLER'S POULTRY, L.P., a Pennsylvania limited partnership

GRANTEE(s) whose address is: 3421 Beale Avenue, Altoona, PA 16601

the following described real property in Custer County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 28, 2001

RALPH P. CAMPANALE

X *Am J. Wisk*
HEAD AND APPROVED.
Attorney for Imler's Poultry, L.P.
X
HEAD AND APPROVED.
X
HEAD AND APPROVED.

State of Idaho

County of Blaine

On this _____ day of _____ in the year 2001, before me, the undersigned, personally appeared RALPH P. CAMPANALE known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same.

WITNESS my hand and official seal

Notary Public
Commission Expires:

TO A POINT; THENCE SOUTH 47° 12' 14" WEST, 32.20 FEET FROM SAID RIGHT-OF-WAY LINE TO A POINT; THENCE SOUTH 77° 18' 50" WEST 62.50 FEET TO A POINT; THENCE SOUTH 60° 13' 51" WEST 57.10 FEET TO A POINT; THENCE SOUTH 44° 46' 48" WEST 108.12 FEET TO A POINT; THENCE SOUTH 52° 49' 10" WEST 77.09 FEET TO A POINT; THENCE SOUTH 83° 28' 09" WEST 85.23 FEET TO A POINT; THENCE NORTH 54° 00' 10" WEST 126.98 FEET TO A POINT; THENCE NORTH 1° 56' 09" WEST 133.42 FEET TO A POINT; THENCE NORTH 65° 00' 00" EAST 134.88 FEET TO A POINT; THENCE NORTH 78° 12' 43" EAST 107.18 FEET TO A POINT; THENCE SOUTH 84° 43' 58" EAST 239.26 FEET TO A POINT LYING ON THE WESTERLY LINE OF A 50.00 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING.

RECORDATION REQUESTED BY:

FIRST AMERICAN NATIONAL BANK OF PENNSYLVANIA
2430 Old Route 220
Duncansville, PA 16635

WHEN RECORDED MAIL TO:

FIRST AMERICAN NATIONAL BANK OF PENNSYLVANIA
2430 Old Route 220
Duncansville, PA 16635

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 26, 2001, between Imler's Poultry, LP, whose address is 3421 Beale Ave, Altoona, PA 16601 (referred to below as "Grantor"); and FIRST AMERICAN NATIONAL BANK OF PENNSYLVANIA, whose address is 2430 Old Route 220, Duncansville, PA 16635 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Custer County, State of Idaho (the "Real Property"):

See attached Exhibit "A"

The Real Property or its address is commonly known as Star Route Barlett Point Road, Mackay, ID 83251.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Fred N Imler II.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means FIRST AMERICAN NATIONAL BANK OF PENNSYLVANIA, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated June 26, 2001, in the original principal amount of \$225,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is June 26, 2011. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan

by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an actual cash value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its

LEGAL DESCRIPTION for MORTGAGE
IMLER'S POULTRY, L.P. to 1st AMERICAN NATIONAL BANK

Parcel C: Land situated in the Northwest quarter of Section 15, Township 8 North, Range 21 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

BEGINNING at a point that is South 446.97 feet and East 2607.59 feet from the Northwest corner of Section 15, Township 8 North, Range 21 East, Boise Meridian, Custer County, Idaho; thence South 1° 28' 30" West 847.50 feet to a point; thence South 89° 23' 05" West, 892.53 feet to a point; thence North 26° 16' 24" West 403.69 feet to a point lying on the median line of the Big Lost River; thence North 35° 00' 03" East 17.64 feet along said median line to a point; thence North 52° 51' 41" East 156.21 feet along said median line to a point; thence North 57° 30' 35" East 118.69 feet along said median line to a point; thence North 42° 39' 57" East 213.71 feet along said median line to a point; thence North 3° 41' 54" East 211.14 feet along said median line to a point; thence North 89° 46' 05" East, 411.63 feet from said median line to a point; thence South 1° 10' 27" West 101.18 feet to point; thence South 78° 12' 43" West, 107.18 feet to a point; thence South 64° 59' 60" West 134.88 feet to a point; thence South 1° 56' 09" East 133.42 feet to a point; thence South 54° 00' 10" East 126.98 feet to a point; thence North 83° 28' 09" East 85.23 feet to a point; thence North 52° 49' 10" East 77.09 feet to a point; thence North 44° 46' 48" East 108.12 feet to a point; thence North 60° 13' 51" East 57.10 feet to a point; thence North 77° 18' 50" East 62.50 feet to a point; thence North 47° 12' 14" East 32.20 feet to a point; thence North 1° 28' 30" East, 67.96 feet to a point; thence North 84° 43' 58" West 19.98 feet to a point; thence North 9° 02' 05" West 52.16 feet to a point; thence North 74° 14' 55" East 83.18 feet to the point of beginning.

Parcel D: Land situated in the northwest quarter of Section 15, Township 8 North, Range 21 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

BEGINNING at a point that is South 522.90 feet and East 2555.62 feet from the Northwest corner of Section 15, Township 8 North, Range 21 East, Boise Meridian, Custer County, Idaho, said point also lying on the westerly line of a 50.00 foot right-of-way; thence South 1° 28' 30" West 67.96 feet along said right-of-way line to a point; thence South 47° 12' 14" West, 32.20 feet from said right-of-way line to a point; thence South 77° 18' 50" West 62.50 feet to a point; thence South 60° 13' 51" West 57.10 feet to a point; thence South 44° 46' 48" West 108.12 feet to a point; thence South 52° 49' 10" West 77.09 feet to a point; thence South 83° 28' 09" West 85.23 feet to a point; thence North 54° 00' 10" West 126.98 feet to a point; thence North 1° 56' 09" West 133.42 feet to a point; thence North 65° 00' 00" East 134.88 feet to a point; thence North 78° 12' 43" East 107.18 feet to a point; thence South 84° 43' 58" East 239.26 feet to a point lying on the Westerly line of a 50.00 foot right-of-way and the point of beginning.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) SS

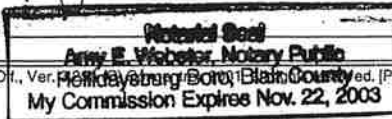
COUNTY OF Blair)

On this 26th day of June, in the year 2001, before me _____, a notary public
in and for the State of ~~Illinois~~, personally appeared Imler's Poultry, LP, known or identified to me (or proved to me on the oath of
_____, to be the person whose name is subscribed to the within instrument and acknowledged to me
that he or she executed the same.

Notary Public for Pennsylvania

Residing at _____

My commission expires _____



IMLER'S POULTRY, L.P.

BY: IMLER'S POULTRY TRANSPORTATION, INC., GENERAL PARTNER

X *Fred N. Imler Sr. Pres.*
BY: FRED N. IMLER, SR., PRESIDENT

X *Fred N. Imler II*
BY: FRED N. IMLER, II, LIMITED PARTNER

X *Bryan T. Imler*
BY: BRYAN T. IMLER, LIMITED PARTNER

State of Pennsylvania

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}ss.

County of Blair }

On this 26th day of June, in the year 2001, before me, the undersigned, personally appeared FRED N. IMLER, SR., the President of Imler's Poultry Transportation, Inc., the general partner of IMLER'S POULTRY, L.P. and FRED N. IMLER, II AND BRYAN T. IMLER, limited partners of IMLER'S POULTRY, L.P. who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

X *Amy E. Webster*
Notary Public
Commission Expires:

