

RECEIVED

JAN 08 2019

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**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 Exhibit A         |                       |                       |                       |
| attached hereto       |                       |                       |                       |
|                       |                       |                       |                       |
|                       |                       |                       |                       |
|                       |                       |                       |                       |

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

Metropolitan Life Insurance Company

10801 Mastin Blvd., Suite 900

Overland Park, KS 66210

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

Big Sky Dairy

5. Expiration Date of Notification Period

December 10, 2033

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

*Thomas J. Byers*

Title, if applicable

DIRECTOR

**For Office Use Only**Received by *DM*Date *1-8-2019*Receipt No. *SO37103*Fee *\$2,350-*

Processed by AJ

Date

WR *DM*Date *2-9-2019*

SUPPORT DATA

IN FILE # *36-2671C*

**EXHIBIT A**  
**IDWR – WATER RIGHTS**

| <b>Tract #</b> | <b>Water Right<br/>(License/Decree #)</b> | <b>Water Source</b> | <b>Priority Date</b> |
|----------------|-------------------------------------------|---------------------|----------------------|
| 1              | 45-2356A                                  | GROUND WATER        | 27-Nov-50            |
| 1              | 45-2377B                                  | GROUND WATER        | 14-May-51            |
| 1              | 45-2394                                   | GROUND WATER        | 16-Oct-51            |
| 1              | 45-2396                                   | GROUND WATER        | 13-Sep-51            |
| 1              | 45-2534A                                  | GROUND WATER        | 4-Sep-56             |
| 1              | 45-2606A                                  | GROUND WATER        | 3-Mar-60             |
| 1              | 45-2652                                   | GROUND WATER        | 16-May-61            |
| 1              | 45-2685                                   | GROUND WATER        | 19-Jan-63            |
| 1              | 45-7012                                   | GROUND WATER        | 11-Sep-67            |
| 1              | 45-7147                                   | GROUND WATER        | 31-Jul-73            |
| 1              | 45-7148                                   | GROUND WATER        | 31-Jul-73            |
| 1              | 45-7258                                   | GROUND WATER        | 2-Feb-76             |
| 1              | 45-7276                                   | GROUND WATER        | 13-Oct-76            |
| 1              | 45-7335                                   | GROUND WATER        | 19-Sep-78            |
| 1              | 45-7340A                                  | GROUND WATER        | 2-Feb-78             |
| 1              | 45-7355                                   | GROUND WATER        | 21-Aug-78            |
| 1              | 45-13549                                  | GROUND WATER        | 21-Aug-78            |
| 1              | 45-13853                                  | GROUND WATER        | 30-Jun-85            |
| 1              | 45-13854                                  | GROUND WATER        | 30-Jun-85            |
| 2              | 36-2671C                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671G                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671K                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671L                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-7157D                                  | GROUND WATER        | 16-Feb-71            |
| 2              | 36-7366B                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367C                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367G                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367K                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367L                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7381C                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381G                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381K                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381L                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7402                                   | GROUND WATER        | 8-Nov-73             |
| 2              | 36-7445C                                  | GROUND WATER        | 21-Feb-74            |
| 2              | 36-7445G                                  | GROUND WATER        | 21-Feb-74            |
| 2              | 36-7445K                                  | GROUND WATER        | 21-Feb-74            |
| 2              | 36-7445L                                  | GROUND WATER        | 21-Feb-74            |
| 2              | 36-7480D                                  | GROUND WATER        | 31-May-74            |

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|----------------|-------------------------------------------|---------------------|----------------------|
| 2              | 36-7480H                                  | GROUND WATER        | 31-May-74            |
| 2              | 36-7480L                                  | GROUND WATER        | 31-May-74            |
| 2              | 36-7480M                                  | GROUND WATER        | 31-May-74            |
| 2              | 36-11141                                  | GROUND WATER        | 10-May-58            |
| 2              | 37-84B                                    | BIG WOOD<br>RIVER   | 5/15/1897            |
| 2              | 37-675A                                   | BIG WOOD<br>RIVER   | 5/20/1897            |
| 2              | 37-20724                                  | GROUND WATER        | 16-Feb-71            |
| 2              | 37-20725                                  | GROUND WATER        | 16-Feb-71            |
| 2              | 37-20731                                  | GROUND WATER        | 3-Jun-75             |
| 2              | 37-20732                                  | GROUND WATER        | 3-Jun-75             |
| 2              | 37-20858                                  | GROUND WATER        | 1-Jan-71             |
| 2              | 37-20859                                  | GROUND WATER        | 1-Jan-74             |
| 2              | 37-20860                                  | GROUND WATER        | 1-Jan-75             |
| 2              | 37-20861                                  | GROUND WATER        | 1-Jan-82             |
| 2              | 37-20862                                  | GROUND WATER        | 1-Jan-92             |
| 2              | 37-2687A                                  | GROUND WATER        | 8-Mar-63             |
| 2              | 37-2433                                   | BIG WOOD<br>RIVER   | 12-May-26            |
| 2              | 37-7247                                   | GROUND WATER        | 10-Jul-73            |
| 2              | 37-7388                                   | GROUND WATER        | 30-Sep-74            |
| 2              | 37-7419B                                  | GROUND WATER        | 29-Jan-75            |
| 2              | 37-7419C                                  | GROUND WATER        | 29-Jan-75            |
| 2              | 37-7435A                                  | GROUND WATER        | 22-Apr-75            |
| 2              | 37-7639A                                  | GROUND WATER        | 8-Jul-77             |
| 2              | 37-7805                                   | GROUND WATER        | 25-Mar-75            |
| 2              | 37-8054                                   | GROUND WATER        | 1-Jul-83             |
| 2              | 37-12831                                  | GROUND WATER        | 1-Jan-40             |
| 2              | 37-12832                                  | GROUND WATER        | 31-May-19            |
| 2              | 37-12833                                  | GROUND WATER        | 1-Jan-77             |
| 2              | 37-12835                                  | GROUND WATER        | 31-May-18            |
| 2              | 37-7440A                                  | GROUND WATER        | 31-May-74            |
| 2              | 37-12911                                  | GROUND WATER        | 15-Mar-55            |
| 3              | 51-2185                                   | GROUND WATER        | 9-Dec-63             |
| 3              | 51-2186                                   | GROUND WATER        | 9-Dec-63             |
| 3              | 51-2188                                   | GROUND WATER        | 11-Jan-64            |
| 3              | 51-2189                                   | GROUND WATER        | 24-Dec-63            |
| 3              | 51-7014                                   | GROUND WATER        | 19-Feb-68            |
| 3              | 51-7018                                   | GROUND WATER        | 5-Apr-68             |
| 3              | 51-7030                                   | GROUND WATER        | 30-Sep-68            |

| Tract #      | Water Right<br>(License/Decree #) | Water Source            | Priority Date        |
|--------------|-----------------------------------|-------------------------|----------------------|
| 3            | 51-7038                           | GROUND WATER            | 20-Jun-69            |
| 3            | 51-10046                          | GROUND WATER            | 30-Jun-85            |
| 3            | 51-10137                          | GROUND WATER            | 30-Sep-75            |
| 3            | 51-10201                          | GROUND WATER            | 1-Mar-77             |
| 3            | 51-10290                          | GROUND WATER            | 20-May-71            |
| 3            | 51-10291                          | GROUND WATER            | 20-May-68            |
| 3            | 51-10292                          | GROUND WATER            | 31-Dec-71            |
| 4            | 37-2679                           | GROUND WATER            | 28-Sep-62            |
| 4            | 37-7005                           | GROUND WATER            | 22-Nov-67            |
| 4            | 37-7488                           | GROUND WATER            | 15-Apr-76            |
| 4            | 37-10537                          | GROUND WATER            | 15-Apr-24            |
| 4            | 37-10538                          | GROUND WATER            | 15-Apr-24            |
| 4            | 37-20721                          | GROUND WATER            | 10-Jan-73            |
| 4            | 37-22158                          | GROUND WATER            | 10-Jan-73            |
| 4            | 37-22159                          | GROUND WATER            | 10-Jan-73            |
| 4            | 37-20857                          | GROUND WATER            | 10-Aug-25            |
| <del>4</del> | <del>37-20857</del>               | <del>GROUND WATER</del> | <del>10-Aug-25</del> |

(duplicate)

Re-Record to correct Recording Order

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
Western Regional Office  
205 E. River Park Circle, Suite 430  
Fresno, California 93720

Instrument # 263700

GOODING, GOODING, IDAHO  
12-28-2018 11:46:04 AM No. of Pages: 77  
Recorded for : TITLE ONE  
DENISE M. GILL Fee: 186.00  
Ex-Officio Recorder Deputy *Erin King*

Instrument # 263696

GOODING, GOODING, IDAHO  
12-27-2018 05:40:23 PM No. of Pages: 77  
Recorded for : TITLEONE COMPANY  
DENISE M. GILL Fee: 238.00  
Ex-Officio Recorder Deputy *Janet Macgregal*

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

(space above reserved for recorder's use)

Loan Nos. 198628, 198830 and 199876

**AMENDED AND RESTATED 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)*

DATED: December 21, 2018

FROM: BIG SKY DAIRY,  
an Idaho general partnership,  
GOODING HEIFER RANCH, LLC  
an Idaho limited liability company,  
SKYLINE DAIRY, LLC,  
an Idaho limited liability company,  
MICHAEL J. BOSMA and RACHEL M. BOSMA,  
husband and wife  
RUSSELL VISSER and JENNIFER M. VISSER,  
husband and wife  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY

MORTGAGEE

Amended and Restated Mortgage  
Big Sky Dairy, Jerome, ID  
Loan Nos. 198830, 199628 & 199876  
99582371.2 0053564-00376

STATE OF IDAHO }  
COUNTY OF GOODING } ss.

I hereby certify that the foregoing is a true copy of  
the original instrument on file in my office.

Dated Dec 27, 2018

DENISE M. GILL  
District Court Clerk

By *Janet Macgregal*  
Deputy Clerk

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
Western Regional Office  
205 E. River Park Circle, Suite 430  
Fresno, California 93720

Instrument # 298328  
MURPHY, OWYHEE, IDAHO  
2018-12-27 04:29:49 No. of Pages: 77  
Recorded for: TITLEONE - BURLEY  
ANGELA BARKELL Fee: \$186.00  
Ex-Officio Recorder Deputy: map  
Index To: MORTGAGE/FIXTURE FILING  
Electronically Recorded by Simplifile

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an Idaho limited liability company,  
MICHAEL J. BOSMA and RACHEL M. BOSMA,  
husband and wife  
RUSSELL VISSER and JENNIFER M. VISSER,  
husband and wife  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
Western Regional Office  
205 E. River Park Circle, Suite 430  
Fresno, California 93720

**TWIN FALLS COUNTY**  
RECORDED FOR:  
TITLEONE - TWIN FALLS  
03:48:35 PM 12-27-2018  
**2018020700**  
NO. PAGES 77 FEE: \$186.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: CA  
Electronically Recorded by Simplifile

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RUSSELL VISSER and JENNIFER M. VISSER,  
husband and wife  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY

MORTGAGEE

LINCOLN COUNTY  
Recorded for:  
TITLEONE - TWIN FALLS  
04:08:32 PM 12-27-2018  
**0000200707**  
No. Pages 77 Fee: \$186.00  
BRENDA FARNWORTH  
County Clerk  
Deputy: SC  
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
Western Regional Office  
205 E. River Park Circle, Suite 430  
Fresno, California 93720

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TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

CASSIA COUNTY  
RECORDED FOR:  
TITLEONE - TWIN FALLS  
03:49:48 PM 12-27-2018  
**2018-005040**  
NO. PAGES: 77 FEE: \$186.00  
JOSEPH W. LARSEN  
COUNTY CLERK  
DEPUTY: CVELASQUEZ  
Electronically Recorded by Simplifile

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husband and wife  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

WHEN RECORDED RETURN TO:  
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MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY

MORTGAGEE

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Instrument # 263700

GOODING, GOODING, IDAHO

12-28-2018 11:46:04 AM No. of Pages: 77

Recorded for : TITLE ONE

DENISE M. GILL

Fee: 186.00

Ex-Officio Recorder Deputy

Instrument # 263696

GOODING, GOODING, IDAHO

12-27-2018 05:40:23 PM No. of Pages: 77

Recorded for : TITLEONE COMPANY

DENISE M. GILL

Fee: 238.00

Ex-Officio Recorder Deputy

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District Court Clerk

By

Deputy Clerk

LINCOLN COUNTY  
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TITLEONE - TWIN FALLS  
04:08:32 PM 12-27-2018  
**0000200707**  
No. Pages 77 Fee: \$186.00  
BRENDA FARNWORTH  
County Clerk  
Deputy: SC  
Electronically Recorded by Simplifile

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PO Box 407  
Jerome, ID 83338

TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
Western Regional Office  
205 E. River Park Circle, Suite 430  
Fresno, California 93720

Instrument # 298328  
MURPHY, OWYHEE, IDAHO  
2018-12-27 04:29:49 No. of Pages: 77  
Recorded for: TITLEONE - BURLEY  
ANGELA BARKELL Fee: \$186.00  
Ex-Officio Recorder Deputy: map  
Index To: MORTGAGE/FIXTURE FILING  
Electronically Recorded by Simplifile

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

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(space above reserved for recorder's use)

Loan Nos. 198628, 198830 and 199876

**AMENDED AND RESTATED 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)*

DATED: December 21, 2018

FROM: BIG SKY DAIRY, MORTGAGOR  
an Idaho general partnership,  
GOODING HEIFER RANCH, LLC  
an Idaho limited liability company,  
SKYLINE DAIRY, LLC,  
an Idaho limited liability company,  
MICHAEL J. BOSMA and RACHEL M. BOSMA,  
husband and wife  
RUSSELL VISSER and JENNIFER M. VISSER,  
husband and wife  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

WHEN RECORDED RETURN TO:  
Metropolitan Life Insurance Company  
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205 E. River Park Circle, Suite 430  
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Jerome, ID 83338

TO: METROPOLITAN LIFE INSURANCE COMPANY MORTGAGEE

a New York corporation  
Agricultural Investments  
10801 Mastin Blvd., Suite 930  
Overland Park, Kansas 66210  
Attn: Director

METROPOLITAN LIFE INSURANCE COMPANY  
Agricultural Investments  
205 E River Park Circle, Suite 430  
Fresno, California 93720  
Attn.: Director, WRO

METROPOLITAN LIFE INSURANCE COMPANY  
Agricultural Investments  
10801 Mastin Blvd., Suite 930  
Overland Park, Kansas 66210  
Attn: Law Department

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") supersedes, amends, restates and replaces in its entirety that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated January 17, 2017 and recorded in the Official Records of Cassia, Gooding, Lincoln and Owyhee Counties, Idaho as Document or Instrument No. 2017-000231, 257261, 0000198196, and 291738, respectively.

Mortgagor is the owner of the real property in Cassia, Gooding, Lincoln, Owyhee and Twin Falls Counties, Idaho described on the attached Exhibit A.

Mortgagee has agreed to make its loan no. 199876 to Mortgagor in the original principal amount of (the "**199876 Loan**") evidenced by that certain Promissory Note in such amount and dated of even date herewith (the "**199876 Note**"). The final payment of principal and interest pursuant to the 199876 Note will be due on December 10, 2033.

Mortgagee has previously made (i) its loan no. 198830 to Mortgagor in the original principal amount of (the "**198830 Loan**") evidenced by that certain Promissory Note (Note A) in such principal amount dated January 17, 2017 (the "**198830 Note**"), and (ii) its loan no. 198628 in the original principal amount of (the "**198628 Loan**") evidenced by that certain Promissory Note (Note B) in such principal amount dated January 17, 2017 (the "**198628 Note**"). The 199876 Loan, the 198830 Loan and the 198628 Loan are hereinafter referred to as the "**Loans**". The 199876 Note, the 198830 Note and the 198628 Note are hereinafter referred to as the "**Notes**".

Certain additional terms and conditions regarding the Loans are contained in that certain Loan Agreement dated January 17, 2017 between Mortgagor, as Borrower, and Mortgagee, as Lender, as amended by that certain First Amendment thereto dated as of even date herewith (as amended, the "**Loan Agreement**").

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Notes, including without limitation, prepayment premiums (b) any future amounts that Mortgagee may in its discretion loan to Mortgagor, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the provisions of the Loan Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness. Notwithstanding any other provision in the Loan Documents each of the Notes shall be *pari passu*.

To secure payment of the Indebtedness and performance of all obligations of Mortgagor under this Mortgage and the Loan Agreement, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following:

- A. The real property in Cassia, Gooding, Lincoln, Owyhee and Twin Falls Counties, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "**Real Property**");
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of

the security for the indebtedness herein described and to be secured by this Mortgage;

- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;
- D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (v) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "**Equipment and Improvements**"), excluding rolling stock;
- E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, including the Dairy Leases, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in

and to the same (the "**Income**"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred;

- F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "**Water Rights**");
- G. All milk, cream, and other dairy products (the "**Dairy Products**"), and all receivables thereof (the "**Receivables**");
- H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property, including, without limitation, the Dairy Leases (defined below);
- I. All rights and/or interest arising under the Dairy Leases and all other contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property (the "**Intangibles**");
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing.

The real and personal property described above is referred to as the "**Property**."

Mortgagor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Mortgagor's right, title and interest in all Property that may be characterized as personal property, including without limitation, Income, the Water Rights, Dairy Products, Receivables, Equipment and Improvements, Intangibles (collectively, the "**Personal Property**").

This Mortgage is given and accepted on the following terms and conditions which Mortgagor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Mortgagor shall pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Mortgagor by this Mortgage, the Loan Agreement, and the Notes.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

- 2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.
- 2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good dairy operation custom and practice, and all farming and dairy operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Mortgagor shall operate and maintain the crops and dairy operations on the Property in accordance with good farming and dairy practices prevailing in Idaho.
- 2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.
- 2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to mobile homes, fences, corrals, dairy parlors, confinement facilities, silos, elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof for any single transaction or a total of in any fiscal year, upon replacing or substituting the same with a replacement of at least

equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.

- 2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.
- 2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.
- 2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.
- 2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.
- 2.9 Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated including, without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

### 3. TAXES, ASSESSMENTS AND LIENS

- 3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.
- 3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within fifteen (15) days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.
- 3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.
- 3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced on, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost of the work, services or materials exceeds  
provided that the preceding sentence shall not be interpreted as any waiver of the requirements of Sections 3.1 and 3.2 hereof. On Mortgagee's request, Mortgagor will promptly furnish advance assurances

satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

- 3.5 Farm or Forest Classification. Mortgagor agrees to maintain the agricultural use or forest lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use or forest lands.

#### 4. PROPERTY DAMAGE INSURANCE

- 4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' written notice to Mortgagee.

- 4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. In the event of any damage to or destruction of the Property, and provided (1) an event of default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value

as that existing prior to such damage or destruction (the "**Restoration**"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "**Net Insurance Proceeds**") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein, after payment in full of the Secured Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

- 4.3 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 foreclosure sale of the Property.

## 5. WARRANTIES OF MORTGAGOR

- 5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions approved by Mortgagee set forth in the title insurance policy issued to Mortgagee at closing, which include the Senior Mortgage (the "**Permitted Encumbrances**"). The "**Senior Mortgage**" shall mean that certain Mortgage granted by Big Sky Dairy to John H. Borchard and Mary Carolyn Borchard, as Co-Trustees of the John H. Borchard & Carolyn Borchard Trust, recorded January 18, 2005 as Instrument No. 209518 in Gooding County, Idaho.
- 5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor 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 Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or

any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

- 5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Notes and the execution and delivery of the Notes, and Loan Agreement and this Mortgage will not contravene any provision of law or of the articles of organization or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.
- 5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its officers, members, or managers, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Notes violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

## 6. CONDEMNATION

- 6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.
- 6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:

- (a) A specific tax upon mortgage deeds or upon all or any part of the indebtedness secured by a mortgage.
- (b) A specific tax on Mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
- (c) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Mortgagor.

7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

- (a) Mortgagor pays the tax or charge imposed by the state tax, and
- (b) Mortgagor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

8. TRANSFER BY MORTGAGOR

8.1 Prohibition of Transfer Without Consent. Mortgagor shall not sell, lease, agree to sell or lease, assign, convey, subcontract, encumber or otherwise transfer any part or all of the Property or any interest in the Property or any interest of more than ten percent (10%) of any entity constituting Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and

without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the crops and other farm products now or hereafter growing or grown on the Real Property made for operating financing that is made in compliance with the Loan Agreement;
- (b) Any lease of the Property, or portion thereof, including any wind leases or agreements involving the creation of a wind farm, with a term greater than one (1) year;
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Notes or waive any right or remedy under this Mortgage or the Notes without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor sells Dairy Products produced at the Real Property, or otherwise alter the operations or assets located on the Property or

otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's proceeds of the sale of Dairy Products sums sufficient to satisfy the monthly payments due under the Notes. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

- 9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Equipment and Improvements and other Personal Property included in the description of the Property.
- 9.2 Security Interest. Mortgagor 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 for Mortgagor given in Section 9.3 below, (a) if Mortgagor is an individual, is Mortgagor's principal residence; (b) if Mortgagor is other than an individual and has only one place of business, is Mortgagor's principal place of business; and (c) if Mortgagor is anything other than an individual and has more than one place of business, is Mortgagor's chief executive office. The address for Mortgagee given in Section 9.3 below is its address as secured party under the Uniform Commercial Code as adopted in the State of Idaho. Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property and fixtures. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property and fixtures. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property and make it available to Mortgagee within three days after receipt of written demand from Mortgagee.

- 9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. The Mortgagor is the record owner of the Property.

Name and address of Mortgagee (Secured Party) from whom information may be obtained:

Metropolitan Life Insurance Company  
Agricultural Investments  
10801 Mastin Blvd., Suite 930  
Overland Park, Kansas 66210  
Attn: SSU Director

With a copy to:  
Metropolitan Life Insurance Company  
Agricultural Investments  
205 E River Park Circle, Suite 430  
Fresno, California 93720  
Attn.: Director, WRO

And a copy to:  
Metropolitan Life Insurance Company  
Agricultural Investments  
10801 Mastin Blvd., Suite 930  
Overland Park, Kansas 66210  
Attn: Law Department

Mailing address of Mortgagor (Debtor):

Big Sky Dairy  
Gooding Heifer Ranch, LLC  
Skyline Dairy, LLC  
Michael J. Bosma and Rachel M. Bosma  
Russell Visser and Jennifer M. Visser  
430 E. Yakima  
PO Box 407  
Jerome, ID 83338

#### 9.4 Assignment of Leases.

9.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, the Income, and all of Mortgagor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof, and any agreement for the use or occupancy of all or any part of said Property or any adjoining property used for the benefit of the Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Mortgagor or in Mortgagor becoming entitled to the payment of money for the use of the Property or any other property or assets benefitting the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee including, without limitation, (i) that certain Memorandum of Agreement of Lease dated February 24, 2010 between Big Sky Dairy, an Idaho general partnership ("**Big Sky Dairy**"), Tony Visser, Russell Visser and Mike Bosma, as "Lessor" and Skyline Dairy, LLC, an Idaho limited liability company ("**Skyline Dairy**"), as "Lessee" as amended by that certain Modification, Amendment and Affirmation of Existing Lease Agreement dated August 19, 2011 between Big Sky Dairy, as "Lessor" and Skyline Dairy, as "Lessee" and as further evidenced by that certain Memorandum of Lease Agreement and Subordination dated as of August 19, 2011 between Big Sky Dairy and Skyline Dairy, and recorded on August 30, 2011 in Cassia County public records as Document No. 2011-003605; and (ii) that certain Agreement of Lease dated January 5, 2007, between Big Sky Dairy, Tony Visser, Russell Visser and Mike Bosma, as "Lessor" and Gooding Heifer Ranch, LLC, an Idaho limited liability company ("**Gooding Heifer Ranch**") as "Lessee" as amended by that certain Modification, Amendment and Affirmation of Existing Lease Agreement dated August 19, 2011 between Big Sky Dairy as "Lessor" and Gooding Heifer Ranch as "Lessee" and as further evidenced by that certain Memorandum of Lease Agreement and Subordination dated as of August 19, 2011 between Big Sky Dairy and Gooding Heifer Ranch, and recorded on August 30, 2011 concurrently in each of Gooding and Lincoln Counties, Idaho as Instrument Nos. 238788 and 190854, respectively (collectively, and as replaced, extended, renewed or amended from time to time, the "**Dairy Leases**") (all of the foregoing hereafter referred to collectively as the "**Leases**" and individually as a "**Lease**",

and said tenants, invitees, and licensees are hereafter referred to collectively as “**Tenants**” and individually as “**Tenant**” as the context requires), which Leases cover all or portions of the Property or adjoining property used for the benefit of the Property; together with all of Mortgagor’s right, title, and interest in and to all income, rents, issues, royalties, receivables, profits, rights and benefits and all Tenants’ security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Mortgagee, and not just to create a security interest.

9.4.2 Mortgagor hereby represents, warrants, and agrees as follows:

- (a) Mortgagor is the sole holder of the landlord’s interest under the Leases, is entitled to receive the Income under the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred;
- (b) Mortgagor has made no pledge or assignment of the Leases or Income, other than to Mortgagee, and Mortgagor shall not, after the date hereof, make or permit any such pledge or assignment.

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so.

9.4.4 Although this Mortgage constitutes an absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases). In no event shall the termination of any of the Leases waive or excuse the obligations to make all payments under the Notes, as and when due.

9.4.5 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and

assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "**Contracts**" and individually as a "**Contract**" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

9.5 Assignment of Milk Proceeds. As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Mortgagor's Dairy Products due from Idaho Milk Products, Inc. under producer number 6247, in an amount and with priority sufficient to cover the monthly payments due on the Notes as adjusted under the provisions thereof and under the Loan Agreement, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts. Mortgagor shall 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. Such assignments shall not be terminated or altered absent Mortgagee's prior written consent.

## 10. RELEASE ON FULL PERFORMANCE

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall, if requested, execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file. The reconveyance and filing fees shall be paid by Mortgagor.

## 11. DEFAULT

Any of the following shall constitute an event of default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.
- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or Mortgagor's failure to pay its debts as they become due, its admission in writing to an inability to pay its debts, the making by the Mortgagor of a general assignment for the benefit of creditors, or a judicial determination that Mortgagor is insolvent; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."
- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Loan Agreement within twenty (20) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the

default cannot be cured within twenty (20) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.

- (f) Any representation or warranty of Mortgagor contained herein or in the Loan Agreement proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.
- (h) Failure of Mortgagor, in the due, prompt and complete performance or observance of any covenant, agreement, condition, provision, representation, warranty or obligation contained in or secured by the Senior Mortgage or any part thereof.

## 12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

- (a) Mortgagee may declare the entire Indebtedness immediately due and payable.
- (b) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Property by nonjudicial sale.
- (c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.

- (d) With respect to all or any part of the Property that constitutes personalty, Mortgagee may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the Personal Property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.
- (e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.
- (f) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee'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 Mortgagee shall not disqualify a person from serving as a receiver.
- (g) In the event Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.

- (h) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, the Loan Agreement, or any other instrument delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise, whether or not specified herein.

12.2 Rights of Receiver or Mortgagee-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and
- (d) Cancel or terminate any lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any lease or agreement subordinate to the lien of this Mortgage and extend or modify any lease and make any new leases on any portion of the Property.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Mortgagor on demand.

12.3 Sale of the Property. In exercising its rights and remedies, Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the property.

12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least thirty (30) days prior to the time of the sale or disposition.

12.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion 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 same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

### 13. MISCELLANEOUS

13.1 Time of Essence. Time is of the essence of this Mortgage.

13.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

13.4 Expenditure by Mortgagee. If Mortgagor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Mortgagor's

behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate (as specified in the Notes), but not in any event at a rate higher than the maximum rate permitted at law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.

13.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

13.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Mortgagor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

13.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

13.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

13.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes shall not be affected thereby.

13.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

13.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the

purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Mortgagee on default.

13.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.

13.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Notes. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

13.14 Exhibits. The following exhibits are attached hereto and made a part hereof as fully as if set forth herein:

|             |                   |
|-------------|-------------------|
| Exhibit A   | Legal Description |
| Exhibit A-1 | Easements         |
| Exhibit B   | Equipment         |
| Exhibit C   | Water Rights      |

13.15 Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which together shall constitute on and the same instrument.

13.16. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

13.17. Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

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

*(signatures continued on next page)*

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

*(signatures continued on next page)*

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

  
MICHAEL J. BOSMA

  
RACHEL M. BOSMA

  
RUSSELL VISSER

  
JENNIFER M. VISSER

ACKNOWLEDGMENTS

State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as  
Partner of Big Sky Dairy of =====.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael T. Bosma as  
Partner of Big Sky Dairy

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Vissler, as Co-Trustee of Vissler Trust 1 dated November 12, 2009  
Partner of Big Sky Dairy

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michail G. Bosma as Co-Trustee of Vissler Trust 1 dated November 12, 2009.  
Partner of Big Sky Dairy

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as  
member of Gooding Heifer Ranch, LLC

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael J. Bosma as  
member of Gooding Heifer Ranch, LLC

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as Co-Trustee of the Visser Trust dated November 12, 2009  
member of Gooding Heiter Ranch, LLC

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael J. Bosma as Co-Trustee of the Visser Trust dated November 12, 2009  
member of \_\_\_\_\_.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of

Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as  
member of Skyline Dairy, LLC

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of

Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael J Bosma as  
member of Skyline Dairy, LLC

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as Co-Trustee of the Visser Trust dated November 12, 2009  
a member of Skyline Dairy, LLC

Jonica Somerset

Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael J. Bosma as Co-Trustee of the Visser Trust dated November 12, 2009  
member of Skyline Dairy, LLC

Jonica Somerset

Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Michael G. Bosma as  
Individual of AR.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Rachel M. Bosma as  
Individually of AR.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Russell Visser as AR  
Individual of AR.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



State of Idaho

County of Jerome

This record was acknowledged before me on December 27, 2018, by  
Jennifer M. Visser as AR  
Individual of AR.

Jonica Somerset  
Signature of Notary Public

(stamp)

My Commission Expires: Aug 27, 2020



**EXHIBIT A  
TO  
MORTGAGE**

**Legal Description**

**TRACT A: CASSIA COUNTY**

**PARCEL NO. 1:**

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

Section 23: ALL, **EXCEPT** the SE $\frac{1}{4}$

**ALSO EXCEPT** the following described tract:

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. 1A:**

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

Section 23: SE $\frac{1}{4}$

**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;  
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;  
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 S $\frac{1}{4}$  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 SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence South 00°17'59" West along said line for a distance of 243.42 feet to the Point of Beginning.

Tract No. 2:

Beginning at the S $\frac{1}{4}$  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 SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
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: E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  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;  
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.

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:

Beginning at the South ¼ 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°42'44" West along the south section line for a distance of 781.15 feet to a ½ inch rebar;  
Thence North 00°04'36" East for a distance of 50.00 feet to a ½ inch rebar;  
Thence North 00°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°33'35" and a long chord bearing of North 44°36'37" East for a distance of 1038.45 feet;

Thence North 89°42'44" East for a distance of 27.84 feet to a ½ inch rebar;  
Thence North 89°42'44" East for a distance of 25.00 feet to a ½ inch rebar on the  
East line of the SE¼SW¼;  
Thence South 00°04'36" West along said line for a distance of 788.57 feet to a ½  
inch rebar;  
Thence South 00°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 S¼ 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°05'50" East along the East line of the SW¼ for a distance of 1793.97  
feet to the Point of Beginning;  
Thence North 39°31'21" West for a distance of 24.15 feet to a ½ inch rebar;  
Thence North 39°31'21" West for a distance of 1087.89 feet to a ½ inch rebar on  
the North line of the SW¼;  
Thence North 89°47'30" East along said line for a distance of 709.15 feet to the  
Center ¼ section corner marked by a 5/8 inch rebar;  
Thence South 00°05'50" West along the East line of the SW¼ 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 S¼ 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°44'08" West along the South section line for a distance of 25.00  
feet;  
Thence North 00°05'50" East for a distance of 1824.33 feet;  
Thence South 39°31'21" East for a distance of 15.05 feet to a ½ inch rebar;  
Thence South 39°31'21" East for a distance of 24.15 feet to the East line of the  
SW¼;  
Thence South 00°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 NE¼, 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°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. 17:

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

Section 24: Part of the N½, 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. 18:

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

Section 16: S½SW¼

Section 17: SW¼SE¼; S½SE¼SE¼; and S½N½SE¼SE¼, **EXCEPTING** therefrom the following described parcel.

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.

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

**AND EXCEPTING** a parcel of land located in a portion of the 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 (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

N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 17;  
Thence South 89°59'16" West 234.02 feet along the South boundary of said  
N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , 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: NW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 19:

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

Section 17: 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 N0°03'02" W along the East boundary of Section 17 for a distance of  
992.76 feet to the Southeast corner of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence S89°55'31" W along the South boundary of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  for a  
distance of 473.53 feet to the TRUE POINT OF BEGINNING;  
Thence S89°55'31" W along the South boundary of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  for a  
distance of 844.42 feet to the Southwest corner of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence N0°02'27" W along the West boundary of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  for a  
distance of 330.46 feet to the Northwest corner of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence 89°54'19"E along the North boundary of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  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.

PARCEL NO. 19a:

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

Amended and Restated Mortgage  
Big Sky Dairy, Jerome, ID  
Loan Nos. 198830, 199628 & 199876  
99582371.2 0053564-00376

EXHIBIT A-12

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:

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. 20:

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 N0°03'02" W 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 S89°54'19" W 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 N0°02'27" W 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 N89°53'07" E 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 S0°03'02" E along the East boundary of Section 17 for a distance of 330.92 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 21:

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. 22:

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. 23:

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

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 SW¼SE¼;  
Thence North 89°17'31" West 1030.00 feet along said Southerly boundary to the TRUE POINT OF BEGINNING;

Section 27: N½NW¼;

Section 28: N½NE¼;

PARCEL NO. 23A:

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

Section 21: W½NE¼

**TRACT C: GOODING COUNTY**

PARCEL NO. 24:

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

Section 29: That portion of the NW¼SW¼, 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 NW¼SW¼ 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: E½SE¼, **EXCEPT** that portion of the NE¼SE¼ described as follows:

Beginning at the Southwest corner of the NE¼SE¼;  
Thence running North along the West line of said NE¼SE¼ 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 NE¼SE¼, 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;  
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.

With the right to use as a waterway for cattle and other livestock a gap as set forth in Warranty  
Deed recorded January 25, 1985 as Instrument No. 112737, Gooding County records, described  
as follows:

Commencing at the intersection of the South rim of the Malad River Canyon with  
the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; Thence running Westerly along such  
South rim a distance of 100 feet to a point on such South rim, being the  
TRUE POINT OF BEGINNING;  
Thence North to the center of the Malad River;  
Thence Westerly along the center of the Malad River a distance of 100 feet;  
Thence South to the South rim of the Malad River Canyon;  
Thence East along the South rim of such Canyon to the TRUE POINT OF  
BEGINNING.

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

PARCEL NO. 25:

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 72°3'07" 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. 26:

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

Section 33: W½NE¼; SE¼NE¼; NW¼; S½

**EXCEPTING THEREFROM** the following described parcel of land:

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 ½ inch rebar;  
Thence South 67°21'00" East for 782.75 feet to a ½ inch rebar;  
Thence South 1°19'23" West for 345.98 feet to a ½ inch rebar;  
Thence South 71°59'00" West for 644.29 feet to a ½ inch rebar;  
Thence South 83°18'04" West for 298.53 feet to a ½ 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;

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

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.

**AND EXCEPTING THEREFROM** 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.

**AND EXCEPTING THEREFROM** a parcel of land located in the Southeast Quarter of Section 33, Township 6 South, Range 14 East Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

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;

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

PARCEL NO. 27:

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 NE $\frac{1}{4}$  of Section 33 for a distance of 1323.87 feet to the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33;  
 Thence South 00°50'15" West along the East boundary of the W $\frac{1}{2}$ E $\frac{1}{2}$  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 NW $\frac{1}{4}$  of Section 33;  
 Thence leaving the center of the irrigation waste drain and along the West boundary of the NW $\frac{1}{4}$  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. 28:**

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

Section 1:      Lots 3 and 4; SW $\frac{1}{4}$

**EXCEPTING THEREFROM** a parcel of land located in the W $\frac{1}{2}$  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, 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 NW $\frac{1}{4}$  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.

TOGETHER WITH 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. 29:

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. 30:

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

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 00°2'57" East for a distance of 565.85 feet;

Thence North 200°4'20" West for a distance of 131.30 feet;

Thence North 239°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 02°0'27" 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. 31:

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. 32:

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. 33:

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. 34:

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

Section 21: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  lying East of Big Wood River and South of the following described line;

Beginning at a point on 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' 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 NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
(Said division line as surveyed and set forth in Book 1 of Deeds page 387 records  
of Gooding, Idaho)

AND

SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

**SAVE AND EXCEPT**

(A) 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.

(B) 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. 35:

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

Section 17: N½NE¼;

**EXCEPT** the following tracts:

- (A) 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.
- (B) Part of the NW¼NE¼ lying North of the Union Ditch of the Big Wood River Canal Company.
- (C) Part of the NE¼NE¼;  
Beginning at the Northeast corner of Section 17 marked with a ½" (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. 36:

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. 37:

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.

**EXCEPTING THEREFROM** 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 002°57" East for a distance of 565.85 feet;  
Thence North 2004'20" West for a distance of 131.30 feet;  
Thence North 239'27" 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 020'27" 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.

**ALSO EXCEPTING THEREFROM** 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 003'31" 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 003'21" 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 003'21" 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.

PARCEL NO. 37A:

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. 38:

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,

**EXCEPT** the following tracts described as follows:

- (a.) 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) 142 Highway Survey, and being THE REAL POINT OF BEGINNING;  
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.

(b) Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ , 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.

(c) Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows:

Commencing at the Northwest corner of the SW $\frac{1}{4}$  of said Section 32;

Thence South 1°22'24" West, 2020.72 feet along the Westerly boundary of said SW $\frac{1}{4}$  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 SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Thence South 89°24'04" East, 429.65 feet along said Southerly boundary;

Thence North 46°25'07" West, 624.35 feet;

Thence North 44°2'48" West, 213.65 feet;

Thence North 89°05'23" West, 321.69 feet to THE TRUE POINT OF BEGINNING.

thereof. Subject to the rights of a public road which affects the Westerly 25.00 feet

Also Subject to an easement for the encroachment of the end boom of a pivot sprinkler across the Northeast corner of said tract described as follows:

Commencing at the Northwest corner of the SW $\frac{1}{4}$  of said Section 32;  
Thence South 1°22'24" West, 2020.72 feet along the Westerly boundary of said SW $\frac{1}{4}$ ;

Thence South 89°05'23" East, 269.23 feet to THE TRUE POINT OF BEGINNING;

Thence South 89°05'23" East, 52.46 feet to the Northeast corner of the above described tract;

Thence South 44°2'48" East, 85.30 feet along the Easterly boundary of the above

described tract;  
Thence North 34°42'39" West, 104.43 feet to THE TRUE POINT OF  
BEGINNING.

**TRACT D – OWYHEE COUNTY**

**Parcel No. 1:**

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 18: South half Southeast Quarter  
Section 19: Northeast Quarter Northeast Quarter  
Section 29: East half Northeast Quarter; Southeast Quarter Northwest Quarter; North  
half Southeast Quarter

**Parcel No. 2:**

Township 9 South, Range 11 East, Boise Meridian, Owyhee County, Idaho  
Section 24: North half Northeast Quarter  
Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 18: Lots 3, 4; East half Southwest Quarter  
Section 19: Lot 1; Northeast Quarter Northwest Quarter  
Section 20: South half Northwest Quarter; Southwest Quarter  
Section 29; North half Northwest Quarter

**Parcel No. 3:**

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 17: Southwest Quarter Southeast Quarter  
Section 20; East half Northeast Quarter; Northeast Quarter Southeast Quarter  
Section 21: Southeast Quarter Northwest Quarter; West half Southwest Quarter;  
Northeast Quarter Southwest Quarter

**Parcel No. 4:**

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 19; Northwest Quarter Northeast Quarter; South half Northeast Quarter;  
Southeast Quarter Northwest Quarter; Northeast Quarter Southwest Quarter;  
North half Southeast Quarter; Southeast Quarter Southeast Quarter

**Parcel No. 5:**

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 19: Lot 2; Southwest Quarter Southeast Quarter  
Section 20: West half East half  
Section 29: West half Northeast Quarter

**Parcel No. 6:**

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 28: West half

Parcel No. 7:

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho  
Section 29: Southwest Quarter Southwest Quarter  
Section 30: Southeast Quarter Southeast Quarter  
Section 31: East half Northeast Quarter  
Section 32: Northwest Quarter

**TRACT E – TWIN FALLS COUNTY**

PARCEL NO. 39:

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

Section 36: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , more particularly described as:

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°56'16" West along the south line of Section 36 for a distance of 1656.34 feet;  
Thence North 11°53'27" West for a distance of 38.98 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 27°02'17" West for a distance of 374.61 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 34°46'53" West for a distance of 242.84 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 26°47'37" West for a distance of 418.77 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 13°29'52" West for a distance of 306.86 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 66°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°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°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°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°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. 40:

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°05'55" West along the East line of Section 1 for a distance of 5306.74 feet to a 5/8 inch rebar at the Southeast Corner of Section 1;

Thence South 88°44'42" West along the South line of Section 1 for a distance of 1232.60 feet;

Thence North 00°21'59" West for a distance of 35.88 feet to a ½ inch rebar;

Thence South 82°13'54" East (South 82°17'15" East., rec.) for a distance of 151.34 feet (151.28 feet, rec.) to a ½ inch rebar;

Thence North 00°01'45" East (North 00°00'45" East, rec.) for a distance of 349.90 feet (349.95 feet, rec.) to a ½ inch rebar;

Thence North 89°54'39" West (North 89°55'56" West, rec.) for a distance of 420.51 feet (414.87 feet, rec.) to a ½ 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°48'00" West (North 20°20'22" West, rec.) for a distance of 231.27 feet;

North 11°01'59" West (North 11°02'55" West, rec.) for a distance of 126.75 feet (126.76 feet, rec.);

North 05°14'53" West (North 05°15'49" West, rec.) for a distance of 69.50 feet (69.52 feet, rec.);

North 01°20'40" West (North 01°21'36" West, rec.) for a distance of 200.14 feet (200.21 feet, rec.);

North 10°55'06" West (North 10°56'02" West, rec.) for a distance of 510.04 feet (510.22 feet, rec.);

North 04°26'14" West (North 04°27'10" West, rec.) for a distance of 135.52 feet (135.57 feet, rec.);

North 12°20'16" West (North 12°21'12" West, rec.) for a distance of 74.85 feet; (74.88 feet, rec.);

North 21°16'01" West (North 21°16'57" West, rec.) for a distance of 69.90 feet (69.92 feet, rec.);

North 25°19'03" West (North 25°19'59" West, rec.) for a distance of 78.26 feet (78.29 feet, rec.);

North 19°46'24" West (North 19°47'20" West, rec.) for a distance of 108.93 feet (108.97 feet, rec.);

North 15°53'58" West (North 15°54'54" West, rec.) for a distance of 413.62 feet (413.77 feet, rec.);

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. 41:

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

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;

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.

**EXHIBIT A-1  
TO  
MORTGAGE  
  
EASEMENTS**

- That certain Agreement on Assignment of Water dated April 18, 1975 and recorded April 21, 1975 as Instrument No. 82798 on Film No. 95, records of Cassia County, Idaho. Appurtenant to Parcel 11 as shown on Exhibit A.
- That certain Pipeline and Right-of-Way Easement dated January 8, 2008 and recorded January 18, 2008 as Instrument No. 2008-000581, records of Cassia County, Idaho. Appurtenant to Parcel 10 as shown on Exhibit A.
- That certain Grant of Easement dated March 9, 2005 and recorded March 10, 2005 as Instrument No. 178414, records of Lincoln County, Idaho. Appurtenant to Parcels 18 through 22 as shown on Exhibit A.
- That certain Grant of Easement dated April 4, 2002 and recorded April 10, 2002 as Instrument No. 194769, records of Gooding County, Idaho. Appurtenant to Parcel 37 as shown on Exhibit A.
- That certain Grant of Easement dated April 4, 2002 and recorded April 10, 2002 as Instrument No. 194772, records of Gooding County, Idaho. Appurtenant to Parcel 37 as shown on Exhibit A.
- That certain Grant of Easement of Right-of-Way for Ditch and Agreement for Division of Water from Well dated December 16, 1970 and recorded December 30, 1970 as Instrument No. 127695, records of Owyhee County, Idaho. Appurtenant to Parcel 42 as shown on Exhibit A.

**EXHIBIT B  
TO  
MORTGAGE**

**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 below listed 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 C  
TO  
MORTGAGE**

**WATER RIGHTS**

| <b>Tract #</b> | <b>Water Right<br/>(License/Decree #)</b> | <b>Water Source</b> | <b>Priority Date</b> |
|----------------|-------------------------------------------|---------------------|----------------------|
| 1              | 45-2356A                                  | GROUND WATER        | 27-Nov-50            |
| 1              | 45-2377B                                  | GROUND WATER        | 14-May-51            |
| 1              | 45-2394                                   | GROUND WATER        | 16-Oct-51            |
| 1              | 45-2396                                   | GROUND WATER        | 13-Sep-51            |
| 1              | 45-2534A                                  | GROUND WATER        | 4-Sep-56             |
| 1              | 45-2606A                                  | GROUND WATER        | 3-Mar-60             |
| 1              | 45-2652                                   | GROUND WATER        | 16-May-61            |
| 1              | 45-2685                                   | GROUND WATER        | 19-Jan-63            |
| 1              | 45-7012                                   | GROUND WATER        | 11-Sep-67            |
| 1              | 45-7147                                   | GROUND WATER        | 31-Jul-73            |
| 1              | 45-7148                                   | GROUND WATER        | 31-Jul-73            |
| 1              | 45-7258                                   | GROUND WATER        | 2-Feb-76             |
| 1              | 45-7276                                   | GROUND WATER        | 13-Oct-76            |
| 1              | 45-7335                                   | GROUND WATER        | 19-Sep-78            |
| 1              | 45-7340A                                  | GROUND WATER        | 2-Feb-78             |
| 1              | 45-7355                                   | GROUND WATER        | 21-Aug-78            |
| 1              | 45-13549                                  | GROUND WATER        | 21-Aug-78            |
| 1              | 45-13853                                  | GROUND WATER        | 30-Jun-85            |
| 1              | 45-13854                                  | GROUND WATER        | 30-Jun-85            |
| 2              | 36-2671C                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671G                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671K                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-2671L                                  | GROUND WATER        | 9-Jan-67             |
| 2              | 36-7157D                                  | GROUND WATER        | 16-Feb-71            |
| 2              | 36-7366B                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367C                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367G                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367K                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7367L                                  | GROUND WATER        | 13-Aug-73            |
| 2              | 36-7381C                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381G                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381K                                  | GROUND WATER        | 19-Sep-73            |
| 2              | 36-7381L                                  | GROUND WATER        | 19-Sep-73            |

Amended and Restated Mortgage  
Big Sky Dairy, Jerome, ID  
Loan Nos. 198830, 199628 & 199876  
99582371.2 0053564-00376

Exhibit C - 1

| Tract # | Water Right<br>(License/Decree #) | Water Source   | Priority Date |
|---------|-----------------------------------|----------------|---------------|
| 2       | 36-7402                           | GROUND WATER   | 8-Nov-73      |
| 2       | 36-7445C                          | GROUND WATER   | 21-Feb-74     |
| 2       | 36-7445G                          | GROUND WATER   | 21-Feb-74     |
| 2       | 36-7445K                          | GROUND WATER   | 21-Feb-74     |
| 2       | 36-7445L                          | GROUND WATER   | 21-Feb-74     |
| 2       | 36-7480D                          | GROUND WATER   | 31-May-74     |
| 2       | 36-7480H                          | GROUND WATER   | 31-May-74     |
| 2       | 36-7480L                          | GROUND WATER   | 31-May-74     |
| 2       | 36-7480M                          | GROUND WATER   | 31-May-74     |
| 2       | 36-11141                          | GROUND WATER   | 10-May-58     |
| 2       | 37-84B                            | BIG WOOD RIVER | 5/15/1897     |
| 2       | 37-675A                           | BIG WOOD RIVER | 5/20/1897     |
| 2       | 37-20724                          | GROUND WATER   | 16-Feb-71     |
| 2       | 37-20725                          | GROUND WATER   | 16-Feb-71     |
| 2       | 37-20731                          | GROUND WATER   | 3-Jun-75      |
| 2       | 37-20732                          | GROUND WATER   | 3-Jun-75      |
| 2       | 37-20858                          | GROUND WATER   | 1-Jan-71      |
| 2       | 37-20859                          | GROUND WATER   | 1-Jan-74      |
| 2       | 37-20860                          | GROUND WATER   | 1-Jan-75      |
| 2       | 37-20861                          | GROUND WATER   | 1-Jan-82      |
| 2       | 37-20862                          | GROUND WATER   | 1-Jan-92      |
| 2       | 37-2687A                          | GROUND WATER   | 8-Mar-63      |
| 2       | 37-2433                           | BIG WOOD RIVER | 12-May-26     |
| 2       | 37-7247                           | GROUND WATER   | 10-Jul-73     |
| 2       | 37-7388                           | GROUND WATER   | 30-Sep-74     |
| 2       | 37-7419B                          | GROUND WATER   | 29-Jan-75     |
| 2       | 37-7419C                          | GROUND WATER   | 29-Jan-75     |
| 2       | 37-7435A                          | GROUND WATER   | 22-Apr-75     |
| 2       | 37-7639A                          | GROUND WATER   | 8-Jul-77      |
| 2       | 37-7805                           | GROUND WATER   | 25-Mar-75     |
| 2       | 37-8054                           | GROUND WATER   | 1-Jul-83      |
| 2       | 37-12831                          | GROUND WATER   | 1-Jan-40      |
| 2       | 37-12832                          | GROUND WATER   | 31-May-19     |
| 2       | 37-12833                          | GROUND WATER   | 1-Jan-77      |
| 2       | 37-12835                          | GROUND WATER   | 31-May-18     |
| 2       | 37-7440A                          | GROUND WATER   | 31-May-74     |
| 2       | 37-12911                          | GROUND WATER   | 15-Mar-55     |
| 3       | 51-2185                           | GROUND WATER   | 9-Dec-63      |

Amended and Restated Mortgage  
Big Sky Dairy, Jerome, ID  
Loan Nos. 198830, 199628 & 199876  
99582371.2 0053564-00376

EXHIBIT C - 2

| Tract # | Water Right<br>(License/Decree #) | Water Source | Priority Date |
|---------|-----------------------------------|--------------|---------------|
| 3       | 51-2186                           | GROUND WATER | 9-Dec-63      |
| 3       | 51-2188                           | GROUND WATER | 11-Jan-64     |
| 3       | 51-2189                           | GROUND WATER | 24-Dec-63     |
| 3       | 51-7014                           | GROUND WATER | 19-Feb-68     |
| 3       | 51-7018                           | GROUND WATER | 5-Apr-68      |
| 3       | 51-7030                           | GROUND WATER | 30-Sep-68     |
| 3       | 51-7038                           | GROUND WATER | 20-Jun-69     |
| 3       | 51-10046                          | GROUND WATER | 30-Jun-85     |
| 3       | 51-10137                          | GROUND WATER | 30-Sep-75     |
| 3       | 51-10201                          | GROUND WATER | 1-Mar-77      |
| 3       | 51-10290                          | GROUND WATER | 20-May-71     |
| 3       | 51-10291                          | GROUND WATER | 20-May-68     |
| 3       | 51-10292                          | GROUND WATER | 31-Dec-71     |
| 4       | 37-2679                           | GROUND WATER | 28-Sep-62     |
| 4       | 37-7005                           | GROUND WATER | 22-Nov-67     |
| 4       | 37-7488                           | GROUND WATER | 15-Apr-76     |
| 4       | 37-10537                          | GROUND WATER | 15-Apr-24     |
| 4       | 37-10538                          | GROUND WATER | 15-Apr-24     |
| 4       | 37-20721                          | GROUND WATER | 10-Jan-73     |
| 4       | 37-22158                          | GROUND WATER | 10-Jan-73     |
| 4       | 37-22159                          | GROUND WATER | 10-Jan-73     |
| 4       | 37-20857                          | GROUND WATER | 10-Aug-25     |
| 4       | 37-20857                          | GROUND WATER | 10-Aug-25     |

| CERTIFICATE NUMBER      | NUMBER OF SHARES |
|-------------------------|------------------|
| Big Wood Canal Company: |                  |
| 11893                   | 51.00            |
| 11894                   | 72.67            |
| 12332                   | 57.00            |
| 12331                   | 35.00            |
| 12352                   | 30.00            |
| TOTAL SHARES:           |                  |
|                         | 245.67           |

Amended and Restated Mortgage  
Big Sky Dairy, Jerome, ID  
Loan Nos. 198830, 199628 & 199876  
99582371.2 0053564-00376

EXHIBIT C - 4

Uncertificated supplemental water shares issued through Big Wood Canal Company:

| USE NUMBER                            | ACRE FEET     |
|---------------------------------------|---------------|
| 283                                   | 177.20        |
| 284                                   | 45.20         |
| 285                                   | 40.00         |
|                                       |               |
| <b>TOTAL SUPPLEMENTAL<br/>SHARES:</b> | <b>262.40</b> |

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

February 09, 2019

METROPOLITAN LIFE INSURANCE COMPANY  
AGRICULTURAL INVESTMENTS  
10801 MASTIN BLVD STE 930  
OVERLAND PARK KS 66210

RE: Notice of Security Interest for Water Rights 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.

It was noted during review that water right 37-20857 was listed twice on the attachment to the Notice of Security Interest form. Therefore a refund request in the amount of \$25.00 has been submitted for processing, and will be sent to TitleOne Corporation upon approval.

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) 736-3033.

Sincerely,

Denise Maline  
Administrative Assistant 1

Enclosure(s)

c: Big Sky Dairy  
TitleOne Corporation, Burley (File #18325517)

**Notice of Security Interest for Metropolitan Life Insurance Co. (received 1/8/2019)**

| <b>Basin</b> | <b>Sequence</b> | <b>Suffix</b> | <b>Current Owner</b> |
|--------------|-----------------|---------------|----------------------|
| 36           | 2671            | C             | BIG SKY DAIRY        |
| 36           | 2671            | G             | BIG SKY DAIRY        |
| 36           | 2671            | K             | BIG SKY DAIRY        |
| 36           | 2671            | L             | BIG SKY DAIRY        |
| 36           | 7157            | D             | BIG SKY DAIRY        |
| 36           | 7366            | B             | BIG SKY DAIRY        |
| 36           | 7367            | C             | BIG SKY DAIRY        |
| 36           | 7367            | G             | BIG SKY DAIRY        |
| 36           | 7367            | K             | BIG SKY DAIRY        |
| 36           | 7367            | L             | BIG SKY DAIRY        |
| 36           | 7381            | C             | BIG SKY DAIRY        |
| 36           | 7381            | G             | BIG SKY DAIRY        |
| 36           | 7381            | K             | BIG SKY DAIRY        |
| 36           | 7381            | L             | BIG SKY DAIRY        |
| 36           | 7402            |               | BIG SKY DAIRY        |
| 36           | 7445            | C             | BIG SKY DAIRY        |
| 36           | 7445            | G             | BIG SKY DAIRY        |
| 36           | 7445            | K             | BIG SKY DAIRY        |
| 36           | 7445            | L             | BIG SKY DAIRY        |
| 36           | 7480            | D             | BIG SKY DAIRY        |
| 36           | 7480            | H             | BIG SKY DAIRY        |
| 36           | 7480            | L             | BIG SKY DAIRY        |
| 36           | 7480            | M             | BIG SKY DAIRY        |
| 36           | 11141           |               | BIG SKY DAIRY        |
| 37           | 84              | B             | BIG SKY DAIRY        |
| 37           | 675             | A             | BIG SKY DAIRY        |
| 37           | 2433            |               | BIG SKY DAIRY        |
| 37           | 2679            |               | BIG SKY DAIRY        |
| 37           | 2687            | A             | BIG SKY DAIRY        |
| 37           | 7005            |               | BIG SKY DAIRY        |
| 37           | 7247            |               | BIG SKY DAIRY        |
| 37           | 7388            |               | BIG SKY DAIRY        |
| 37           | 7419            | B             | BIG SKY DAIRY        |

**Notice of Security Interest for Metropolitan Life Insurance Co. (received 1/8/2019)**

|    |       |   |               |
|----|-------|---|---------------|
| 37 | 7419  | C | BIG SKY DAIRY |
| 37 | 7435  | A | BIG SKY DAIRY |
| 37 | 7440  | A | BIG SKY DAIRY |
| 37 | 7488  |   | BIG SKY DAIRY |
| 37 | 7639  | A | BIG SKY DAIRY |
| 37 | 7805  |   | BIG SKY DAIRY |
| 37 | 8054  |   | BIG SKY DAIRY |
| 37 | 10537 |   | BIG SKY DAIRY |
| 37 | 10538 |   | BIG SKY DAIRY |
| 37 | 12831 |   | BIG SKY DAIRY |
| 37 | 12832 |   | BIG SKY DAIRY |
| 37 | 12833 |   | BIG SKY DAIRY |
| 37 | 12835 |   | BIG SKY DAIRY |
| 37 | 12911 |   | BIG SKY DAIRY |
| 37 | 20721 |   | BIG SKY DAIRY |
| 37 | 20724 |   | BIG SKY DAIRY |
| 37 | 20725 |   | BIG SKY DAIRY |
| 37 | 20731 |   | BIG SKY DAIRY |
| 37 | 20732 |   | BIG SKY DAIRY |
| 37 | 20857 |   | BIG SKY DAIRY |
| 37 | 20858 |   | BIG SKY DAIRY |
| 37 | 20859 |   | BIG SKY DAIRY |
| 37 | 20860 |   | BIG SKY DAIRY |
| 37 | 20861 |   | BIG SKY DAIRY |
| 37 | 20862 |   | BIG SKY DAIRY |
| 37 | 22158 |   | BIG SKY DAIRY |
| 37 | 22159 |   | BIG SKY DAIRY |
| 45 | 2356  | A | BIG SKY DAIRY |
| 45 | 2377  | B | BIG SKY DAIRY |
| 45 | 2394  |   | BIG SKY DAIRY |
| 45 | 2396  |   | BIG SKY DAIRY |
| 45 | 2534  | A | BIG SKY DAIRY |
| 45 | 2606  | A | BIG SKY DAIRY |
| 45 | 2652  |   | BIG SKY DAIRY |
| 45 | 2685  |   | BIG SKY DAIRY |

**Notice of Security Interest for Metropolitan Life Insurance Co. (received 1/8/2019)**

|    |       |   |               |
|----|-------|---|---------------|
| 45 | 7012  |   | BIG SKY DAIRY |
| 45 | 7147  |   | BIG SKY DAIRY |
| 45 | 7148  |   | BIG SKY DAIRY |
| 45 | 7258  |   | BIG SKY DAIRY |
| 45 | 7276  |   | BIG SKY DAIRY |
| 45 | 7335  |   | BIG SKY DAIRY |
| 45 | 7340  | A | BIG SKY DAIRY |
| 45 | 7355  |   | BIG SKY DAIRY |
| 45 | 13549 |   | BIG SKY DAIRY |
| 45 | 13853 |   | BIG SKY DAIRY |
| 45 | 13854 |   | BIG SKY DAIRY |
| 51 | 2185  |   | BIG SKY DAIRY |
| 51 | 2186  |   | BIG SKY DAIRY |
| 51 | 2188  |   | BIG SKY DAIRY |
| 51 | 2189  |   | BIG SKY DAIRY |
| 51 | 7014  |   | BIG SKY DAIRY |
| 51 | 7018  |   | BIG SKY DAIRY |
| 51 | 7030  |   | BIG SKY DAIRY |
| 51 | 7038  |   | BIG SKY DAIRY |
| 51 | 10046 |   | BIG SKY DAIRY |
| 51 | 10137 |   | BIG SKY DAIRY |
| 51 | 10201 |   | BIG SKY DAIRY |
| 51 | 10290 |   | BIG SKY DAIRY |
| 51 | 10291 |   | BIG SKY DAIRY |
| 51 | 10292 |   | BIG SKY DAIRY |
|    |       |   |               |

**Idaho Department of Water Resources Receipt**  
**Receipt ID: S037103**

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|                |                                                                                                                                                     |               |          |        |          |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|--------|----------|
| Payment Amount | \$2,350.00                                                                                                                                          | Date Received | 1/8/2019 | Region | SOUTHERN |
| Payment Type   | Check                                                                                                                                               | Check Number  | 18538    |        |          |
| Payer          | TITLEONE CORPORATION                                                                                                                                |               |          |        |          |
| Comments       | NOTICE OF SECURITY INTEREST FOR METROPOLITAN LIFE INSURANCE<br>COMPANY: (94) WATER RIGHTS IN BASINS 36, 37, 45 & 51 IN THE NAME<br>OF BIG SKY DAIRY |               |          |        |          |

**Fee Details**

|            |                                      |       |      |             |            |        |
|------------|--------------------------------------|-------|------|-------------|------------|--------|
| Amount     | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
| \$2,350.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 64140 | 0229 | 21          |            | 1155   |

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Signature Line (Department Representative)

**NOTE:** (1) water right was listed twice on the attachment; resulting in over-payment of \$25.00

**Please issue a refund of \$25.00 to:**

TitleOne Corporation

PO Box 177

Burley ID 83318

(208) 878-3524

*DM*  
*2-9-2019*

✓ *sent to S.O.*



**TitleOne**  
a title & escrow co.

RECEIVED

JAN 08 2019

DEPT OF WATER RESOURCES  
SOUTHERN REGION

January 7, 2019

ID Dept. of Water Resources  
650 Addison Ave. West, Suite 500  
Twin Falls, ID 83301

RE: TitleOne File No. 18325517  
Big Sky Dairy, et al

Dear Clerk:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Security Interest in a Water Right between Metropolitan Life Insurance Company and Big Sky Dairy.
2. A copy of the recorded Mortgages
3. TitleOne Corporation's check no. 18538 made payable to Idaho Department of Water Resources in the amount of \$2,350.00.

Please make the necessary changes to indicate the new security. Please send a receipted copy to this office and please **indicate File No. 18325517** on the letter.

Should you have any questions, or if TitleOne Corporation may be of further assistance, please do not hesitate to contact this office.

Very truly yours,  
TITLEONE CORPORATION

Nancy Garrett  
Administrative Assistant

AR/nrg  
Enc.  
FedEx