

RECEIVED ✓

OCT 04 2018

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 attached Exhibit A |                       |                       |                       |
|    |                        |                       |                       |                       |
|    |                        |                       |                       |                       |
|    |                        |                       |                       |                       |
|    |                        |                       |                       |                       |

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

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

MetLife Real Estate Lending LLC

10801 Mastin Blvd., Suite 930

Overland Park, KS 66210

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

William and Susan Millenkamp

Millenkamp Properties, L.L.C.

Idaho Jersey Girls Jerome Dairy LLC

East Valley Cattle, LLC

5. Expiration Date of Notification Period

August 15, 2038

SUPPORT DATA

IN FILE # 36-25861

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

METLIFE REAL ESTATE LENDING LLC,  
a Delaware limited liability company

By: MetLife Investments Advisors, LLC, its investment manager

By: \_\_\_\_\_

Name: JAKE ESPENMILLERTitle: DIRECTOR**For Office Use Only**Received by DM Date 10-4-2018 Receipt No. SO36988 Fee \$3,750-  
Processed by \_\_\_\_\_ Date \_\_\_\_\_ WR DM Date 11/30/2018

EXHIBIT A

| EAST VALLEY CATTLE WATER RIGHTS |      |   |         |        |               |              |            |
|---------------------------------|------|---|---------|--------|---------------|--------------|------------|
| Water Right                     |      |   | Basis   | Status | Priority Date | Source       | Water Use  |
| 43                              | 2313 | D | Decreed | Active | 06/19/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2317 | C | Decreed | Active | 08/14/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2317 | E | Decreed | Active | 08/14/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2317 | F | Decreed | Active | 08/14/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2320 | A | Decreed | Active | 09/10/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2320 | B | Decreed | Active | 09/10/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2321 | B | Decreed | Active | 09/24/1948    | GROUND WATER | IRRIGATION |
| 43                              | 2339 | C | Decreed | Active | 02/27/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2339 | E | Decreed | Active | 02/27/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2339 | F | Decreed | Active | 02/27/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2340 |   | Decreed | Active | 03/20/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2343 |   | Decreed | Active | 04/28/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2345 |   | Decreed | Active | 05/02/1950    | GROUND WATER | IRRIGATION |
| 43                              | 2364 |   | Decreed | Active | 07/09/1951    | GROUND WATER | IRRIGATION |
| 43                              | 2365 |   | Decreed | Active | 07/27/1951    | GROUND WATER | IRRIGATION |
| 43                              | 2423 | C | Decreed | Active | 03/01/1955    | GROUND WATER | IRRIGATION |
| 43                              | 2423 | E | Decreed | Active | 03/01/1955    | GROUND WATER | IRRIGATION |
| 43                              | 2423 | F | Decreed | Active | 03/01/1955    | GROUND WATER | IRRIGATION |
| 43                              | 2467 | C | Decreed | Active | 12/23/1958    | GROUND WATER | IRRIGATION |
| 43                              | 2467 | E | Decreed | Active | 12/23/1958    | GROUND WATER | IRRIGATION |
| 43                              | 2467 | F | Decreed | Active | 12/23/1958    | GROUND WATER | IRRIGATION |
| 43                              | 2510 | C | Decreed | Active | 06/18/1961    | GROUND       | IRRIGATION |

|    |       |   |         |        |            |                 |                                        |
|----|-------|---|---------|--------|------------|-----------------|----------------------------------------|
|    |       |   |         |        |            | WATER           |                                        |
| 43 | 2510  | E | Decreed | Active | 06/18/1961 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 2510  | F | Decreed | Active | 06/18/1961 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 2574  | B | Decreed | Active | 07/19/1963 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 2574  | E | Decreed | Active | 07/19/1963 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 2576  | B | Decreed | Active | 03/24/1964 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 2576  | E | Decreed | Active | 03/24/1964 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4002  | C | Decreed | Active | 07/01/1963 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4002  | E | Decreed | Active | 07/01/1963 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4002  | F | Decreed | Active | 07/01/1963 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4012  | B | Decreed | Active | 07/01/1952 | GROUND<br>WATER | IRRIGATION,<br>STOCKWATER              |
| 43 | 4012  | C | Decreed | Active | 06/01/1963 | GROUND<br>WATER | IRRIGATION,<br>STOCKWATER              |
| 43 | 4012  | D | Decreed | Active | 06/01/1954 | GROUND<br>WATER | IRRIGATION,<br>STOCKWATER              |
| 43 | 4013  | B | Decreed | Active | 06/15/1963 | GROUND<br>WATER | IRRIGATION,<br>STOCKWATER              |
| 43 | 4014  | A | Decreed | Active | 07/01/1952 | GROUND<br>WATER | DOMESTIC,<br>IRRIGATION,<br>STOCKWATER |
| 43 | 4014  | B | Decreed | Active | 06/01/1954 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4015  | B | Decreed | Active | 09/26/1953 | GROUND<br>WATER | IRRIGATION,<br>STOCKWATER              |
| 43 | 4060  | D | Decreed | Active | 04/05/1954 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4063  | D | Decreed | Active | 05/01/1955 | GROUND<br>WATER | IRRIGATION                             |
| 43 | 4186  |   | Decreed | Active | 01/01/1960 | GROUND<br>WATER | DOMESTIC                               |
| 43 | 4187  |   | Decreed | Active | 09/02/1948 | GROUND<br>WATER | STOCKWATER                             |
| 43 | 4188  |   | Decreed | Active | 01/01/1960 | GROUND<br>WATER | DOMESTIC,<br>STOCKWATER                |
| 43 | 4189  |   | Decreed | Active | 01/01/1920 | GROUND<br>WATER | DOMESTIC,<br>STOCKWATER                |
| 43 | 10019 |   | Decreed | Active | 06/30/1985 | GROUND          | IRRIGATION                             |

|    |       |  |         |        |            |              |                      |
|----|-------|--|---------|--------|------------|--------------|----------------------|
|    |       |  |         |        |            | WATER        |                      |
| 43 | 10020 |  | Decreed | Active | 01/01/1950 | GROUND WATER | DOMESTIC             |
| 43 | 10027 |  | Decreed | Active | 01/01/1984 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10045 |  | Decreed | Active | 04/01/1906 | RAFT RIVER   | IRRIGATION           |
| 43 | 10046 |  | Decreed | Active | 04/01/1909 | RAFT RIVER   | IRRIGATION           |
| 43 | 10180 |  | Decreed | Active | 01/01/1948 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10181 |  | Decreed | Active | 01/01/1948 | GROUND WATER | DOMESTIC             |
| 43 | 10365 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 10366 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 10394 |  | Decreed | Active | 12/31/1960 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10443 |  | Decreed | Active | 08/23/1986 | GROUND WATER | DOMESTIC             |
| 43 | 10787 |  | Decreed | Active | 01/31/1955 | GROUND WATER | IRRIGATION           |
| 43 | 10795 |  | Decreed | Active | 05/01/1957 | GROUND WATER | IRRIGATION           |
| 43 | 11271 |  | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 12923 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 12933 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 13296 |  | Decreed | Active | 05/29/1950 | GROUND WATER | STOCKWATER           |
| 43 | 13298 |  | Decreed | Active | 11/27/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13300 |  | Decreed | Active | 11/30/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13301 |  | Decreed | Active | 05/29/1950 | GROUND WATER | IRRIGATION           |
| 43 | 13302 |  | Decreed | Active | 05/29/1950 | GROUND WATER | STOCKWATER           |
| 43 | 13303 |  | Decreed | Active | 11/27/1957 | GROUND WATER | IRRIGATION           |
| 43 | 13304 |  | Decreed | Active | 11/27/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13305 |  | Decreed | Active | 11/30/1957 | GROUND WATER | IRRIGATION           |

|    |       |  |         |        |            |              |                        |
|----|-------|--|---------|--------|------------|--------------|------------------------|
| 43 | 13306 |  | Decreed | Active | 11/30/1957 | GROUND WATER | STOCKWATER             |
| 43 | 13307 |  | Decreed | Active | 06/01/1978 | GROUND WATER | DOMESTIC               |
| 43 | 13309 |  | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC, STOCKWATER   |
| 43 | 13405 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION             |
| 43 | 13448 |  | Decreed | Active | 03/02/1950 | GROUND WATER | IRRIGATION             |
| 43 | 13449 |  | Decreed | Active | 03/02/1950 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13450 |  | Decreed | Active | 02/27/1957 | GROUND WATER | IRRIGATION             |
| 43 | 13451 |  | Decreed | Active | 02/27/1957 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13452 |  | Decreed | Active | 08/26/1957 | GROUND WATER | IRRIGATION             |
| 43 | 13453 |  | Decreed | Active | 08/26/1957 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13454 |  | Decreed | Active | 03/30/1959 | GROUND WATER | IRRIGATION             |
| 43 | 13455 |  | Decreed | Active | 03/30/1959 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13456 |  | Decreed | Active | 04/06/1961 | GROUND WATER | IRRIGATION             |
| 43 | 13457 |  | Decreed | Active | 04/06/1961 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13458 |  | Decreed | Active | 01/09/1959 | GROUND WATER | IRRIGATION             |
| 43 | 13459 |  | Decreed | Active | 01/09/1959 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13460 |  | Decreed | Active | 02/24/1956 | GROUND WATER | IRRIGATION             |
| 43 | 13461 |  | Decreed | Active | 02/24/1956 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13462 |  | Decreed | Active | 12/14/1965 | GROUND WATER | IRRIGATION             |
| 43 | 13463 |  | Decreed | Active | 12/14/1965 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13490 |  | Decreed | Active | 08/14/1948 | GROUND WATER | IRRIGATION             |
| 43 | 13491 |  | Decreed | Active | 08/14/1948 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13492 |  | Decreed | Active | 02/27/1950 | GROUND WATER | IRRIGATION             |

| 43                                             | 13493 |   | Decreed      | Active        | 02/27/1950           | GROUND WATER  | COMMERCIAL, STOCKWATER |
|------------------------------------------------|-------|---|--------------|---------------|----------------------|---------------|------------------------|
| 43                                             | 13494 |   | Decreed      | Active        | 03/02/1950           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13495 |   | Decreed      | Active        | 03/02/1950           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13496 |   | Decreed      | Active        | 02/20/1952           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13497 |   | Decreed      | Active        | 02/20/1952           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13498 |   | Decreed      | Active        | 03/01/1955           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13499 |   | Decreed      | Active        | 03/01/1955           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13500 |   | Decreed      | Active        | 12/23/1958           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13501 |   | Decreed      | Active        | 12/23/1958           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13502 |   | Decreed      | Active        | 12/14/1965           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13503 |   | Decreed      | Active        | 12/14/1965           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13504 |   | Decreed      | Active        | 01/12/1961           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13505 |   | Decreed      | Active        | 01/12/1961           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13506 |   | Decreed      | Active        | 06/18/1961           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13507 |   | Decreed      | Active        | 06/18/1961           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13508 |   | Decreed      | Active        | 07/01/1963           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13509 |   | Decreed      | Active        | 07/01/1963           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13510 |   | Decreed      | Active        | 03/15/1962           | GROUND WATER  | IRRIGATION             |
| 43                                             | 13511 |   | Decreed      | Active        | 03/15/1962           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13763 |   | Decreed      | Active        | 08/26/1957           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                             | 13807 |   |              | Active        | 02/24/1956           | GROUND WATER  | IRRIGATION             |
| <b>MILLENKAMP PROPERTIES, LLC WATER RIGHTS</b> |       |   |              |               |                      |               |                        |
| <b>Water Right</b>                             |       |   | <b>Basis</b> | <b>Status</b> | <b>Priority Date</b> | <b>Source</b> | <b>Water Use</b>       |
| 36                                             | 4157  | F | Decreed      | Active        | 06/01/1956           | GROUND WATER  | STOCKWATER             |
| 36                                             | 14152 |   | Decreed      | Active        | 12/31/1933           | GROUND        | DOMESTIC,              |

|                                                          |       |   |              |               |                      |                 |                           |
|----------------------------------------------------------|-------|---|--------------|---------------|----------------------|-----------------|---------------------------|
|                                                          |       |   |              |               |                      | WATER           | STOCKWATER                |
| 36                                                       | 14536 |   | Decreed      | Active        | 09/01/1986           | GROUND<br>WATER | DOMESTIC                  |
| 36                                                       | 16242 |   | Decreed      | Active        | 06/11/1957           | GROUND<br>WATER | COMMERCIAL,<br>STOCKWATER |
| 36                                                       | 16244 |   | Decreed      | Active        | 05/11/1957           | GROUND<br>WATER | COMMERCIAL,<br>STOCKWATER |
| 36                                                       | 16914 |   | License      | Active        | 04/24/1990           | GROUND<br>WATER | IRRIGATION                |
| 36                                                       | 16915 |   | License      | Active        | 04/24/1990           | GROUND<br>WATER | COMMERCIAL,<br>STOCKWATER |
| 36                                                       | 16927 |   | Decreed      | Active        | 11/26/1974           | GROUND<br>WATER | IRRIGATION                |
| <b>IDAHO JERSEY GIRLS JEROME DAIRY, LLC WATER RIGHTS</b> |       |   |              |               |                      |                 |                           |
| <b>Water Right</b>                                       |       |   | <b>Basis</b> | <b>Status</b> | <b>Priority Date</b> | <b>Source</b>   | <b>Water Use</b>          |
| 36                                                       | 2586  | D | Decreed      | Active        | 01/28/1964           | GROUND<br>WATER | COMMERCIAL,<br>STOCKWATER |
| 36                                                       | 10894 |   | Decreed      | Active        | 09/30/1981           | GROUND<br>WATER | DOMESTIC,<br>STOCKWATER   |
| 36                                                       | 14035 | D | Decreed      | Active        | 05/26/1976           | GROUND<br>WATER | COMMERCIAL                |
| 36                                                       | 8706  |   |              | Active        | 02/10/1993           | GROUND<br>WATER | COMMERCIAL,<br>STOCKWATER |
| <b>WILLIAM &amp; SUSAN MILLENKAMP WATER RIGHTS</b>       |       |   |              |               |                      |                 |                           |
| <b>Water Right</b>                                       |       |   | <b>Basis</b> | <b>Status</b> | <b>Priority Date</b> | <b>Source</b>   | <b>Water Use</b>          |
| 36                                                       | 16926 |   | Decreed      | Active        | 11/26/1974           | GROUND<br>WATER | IRRIGATION                |
| 45                                                       | 7290  |   | Decreed      | Active        | 07/26/1977           | GROUND<br>WATER | IRRIGATION                |
| 45                                                       | 7331  |   | Decreed      | Active        | 10/12/1978           | GROUND<br>WATER | IRRIGATION                |
| 36                                                       | 16916 |   | License      | Active        | 04/24/1990           | GROUND<br>WATER | IRRIGATION                |
| 45                                                       | 11912 |   | Decreed      | Active        | 11/06/1981           | GROUND<br>WATER | IRRIGATION                |
| 45                                                       | 11913 |   | Decreed      | Active        | 03/01/1900           | GROUND<br>WATER | DOMESTIC                  |
| 45                                                       | 11914 |   | Decreed      | Active        | 03/01/1960           | GROUND<br>WATER | DOMESTIC                  |

18311603

THIS INSTRUMENT PREPARED BY:  
Virginia M. Pedreira  
Stoel Rives LLP  
600 University Street  
Suite 3600  
Seattle, WA 98101-4109

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Metropolitan Life Insurance Company  
10801 Mastin Blvd., Ste. 930  
Overland Park, KS 66210-2101  
Attn: Loan Manager, Central Region

CASSIA COUNTY  
RECORDED FOR:  
TITLEONE - BURLEY  
04:19:06 PM 10-01-2018  
**2018-003845**  
NO. PAGES: 47 FEE: \$96.00  
JOSEPH W. LARSEN  
COUNTY CLERK  
DEPUTY: CVELASQUEZ  
Electronically Recorded by Simplifile

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

18311603  
Space above this line for Recorder's Use

Millenkamp  
Loan Nos.: 199534 and 199535

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

**(Cassia County and Jerome County, Idaho)**

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

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of September 11, 2018, and is by WILLIAM JOHN MILLENKAMP a/k/a Bill Millenkamp ("W. Millenkamp"), SUSAN JO MILLENKAMP a/k/a/ Susie Millenkamp ("S. Millenkamp"), EAST VALLEY CATTLE, LLC, an Idaho limited liability company ("East Valley"); IDAHO JERSEY GIRLS JEROME DAIRY LLC, an Idaho limited liability company ("Idaho Jersey"), GOOSE RANCH LLC, an Idaho limited liability company ("Goose Ranch"), and MILLENKAMP PROPERTIES, L.L.C., an Idaho limited liability company ("Millenkamp Properties") (W. Millenkamp, S. Millenkamp, East Valley, Idaho Jersey, Goose Ranch and Millenkamp Properties are herein individually and collectively, "Grantor"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company ("Mortgagee").

Mortgagee has agreed to make loans in the combined total original principal sum of up to \$ (the "Loans") to Grantor, MILLENKAMP CATTLE, INC., an Idaho corporation ("Millenkamp Cattle"), and MILLENKAMP FAMILY LLC, an Idaho limited liability company ("Millenkamp Family") (Grantor, Millenkamp Cattle, and Millenkamp Family are individually and collectively, "Borrower") under the terms and conditions of that certain Promissory Note A by Borrower in favor of Mortgagee in the original principal amount of \$ dated as of the date of this mortgage, and that certain Promissory Note B by Borrower in favor of Mortgagee in the original principal amount of up to \$ dated as of the date of this mortgage (collectively, the "Notes").

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Millenkamp  
Loan Nos. 199534 and 199535  
97816942.4 0053564-00330

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

18311603

THIS INSTRUMENT PREPARED BY:

Virginia M. Pedreira  
Stoel Rives LLP  
600 University Street  
Suite 3600  
Seattle, WA 98101-4109

**Instrument # 2184031**

JEROME COUNTY, JEROME, IDAHO  
10-01-2018 04:04:37 PM No. of Pages: 47  
Recorded for: TITLEONE - BURLEY  
MICHELLE EMERSON Fee: \$96.00  
Ex-Officio Recorder Deputy: jw  
Electronically Recorded by Simplifile

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Metropolitan Life Insurance Company  
10801 Mastin Blvd., Ste. 930  
Overland Park, KS 66210-2101  
Attn: Loan Manager, Central Region

18311603

Space above this line for Recorder's Use

Millenkamp  
Loan Nos.: 199534 and 199535

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

**(Cassia County and Jerome County, Idaho)**

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SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of September 11, 2018, and is by WILLIAM JOHN MILLENKAMP a/k/a Bill Millenkamp ("W. Millenkamp"), SUSAN JO MILLENKAMP a/k/a/ Susie Millenkamp ("S. Millenkamp"), EAST VALLEY CATTLE, LLC, an Idaho limited liability company ("East Valley"); IDAHO JERSEY GIRLS JEROME DAIRY LLC, an Idaho limited liability company ("Idaho Jersey"), GOOSE RANCH LLC, an Idaho limited liability company ("Goose Ranch"), and MILLENKAMP PROPERTIES, L.L.C., an Idaho limited liability company ("Millenkamp Properties") (W. Millenkamp, S. Millenkamp, East Valley, Idaho Jersey, Goose Ranch and Millenkamp Properties are herein individually and collectively, "Grantor"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company ("Mortgagee").

Mortgagee has agreed to make loans in the combined total original principal sum of up to \$ (the "Loans") to Grantor, MILLENKAMP CATTLE, INC., an Idaho corporation ("Millenkamp Cattle"), and MILLENKAMP FAMILY LLC, an Idaho limited liability company ("Millenkamp Family") (Grantor, Millenkamp Cattle, and Millenkamp Family are individually and collectively, "Borrower") under the terms and conditions of that certain Promissory Note A by Borrower in favor of Mortgagee in the original principal amount of \$ dated as of the date of this mortgage, and that certain Promissory Note B by Borrower in favor of Mortgagee in the original principal amount of up to \$ dated as of the date of this mortgage (collectively, the "Notes").

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing  
Millenkamp  
Loan Nos. 199534 and 199535  
97816942.4 0053564-00330

## ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Notes and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "**Property**"): (1) the real estate and any interest in the real estate located in Cassia County and Jerome County, Idaho, and described in EXHIBIT A (the "**Land**"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) and all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Land, including dairy equipment and fixtures (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including the rights described on EXHIBIT B ("**Water Rights**"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water, including the shares described on EXHIBIT C and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (9) timber now or hereafter standing on or cut from the Land; (10) all milk, cream, and other dairy products, and all receivables thereof (the "**Dairy Products**"); (11) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (12) grazing leases, permits, allotments, licenses and privileges covering state or federally owned lands used or operated in connection with the land, including the those described on EXHIBIT D ("**Grazing Permits**"), together with all renewals of such Grazing Permits and any Grazing Permits acquired in the future; (13) permits and licenses relating or pertaining to the use or enjoyment of the Property; (14) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property ("**Insurance Claims**"); (15) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements

("Condemnation Awards"); (16) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (17) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

## ARTICLE 2 - ASSIGNMENT OF RENTS

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

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

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

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

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

## ARTICLE 3 - SECURITY AGREEMENT/FIXTURE FILING

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

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

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

#### ARTICLE 4 – SECURED OBLIGATIONS

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

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

**General.** The scheduled maturity date of the Loans is August 15, 2038. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Notes, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental Indemnity**"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Notes expressly provide that Mortgagee may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

#### ARTICLE 5 – WARRANTY AND COVENANTS

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

**Water Rights.** Grantor represents and warrants that the Water Rights afford the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property

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

**Maintenance of Property.** Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound

agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

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

**Grazing Permits.** Grantor shall renew all Grazing Permits upon or prior to their expiration date, execute any instrument deemed necessary by Mortgagee to effect a collateral assignment or waiver of such renewals to Mortgagee, and pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Grazing Permits and all renewals thereof. Grantor shall take no action which would adversely affect any of such Grazing Permits or Grantor preference status thereunder, and that in the event of foreclosure of this mortgage, Grantor will waive all claims for preference under any such Grazing Permits upon demand from the purchaser at foreclosure sale of the Land, or any successor to such purchaser. Grantor further agrees that the lands covered by any lease, permit or privilege which Grantor, with the consent of Mortgagee, shall substitute for the Grazing Permits, shall be subject to the provisions of this mortgage. Upon foreclosure and sale of the Land, title to the improvements held by Grantor on any federal or state lands covered by the Grazing Permits, together with Grantor right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States to the purchaser at such sale, and Mortgagee is hereby authorized to execute, at its option, on behalf of Grantor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Grazing Permits (or to any other lands) shall hereafter be acquired by Grantor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this mortgage to the same extent as though lands had originally been included herein as part of the Land, and further, that all of the terms, covenants, conditions and stipulations of this mortgage, applicable to the Property, shall extend and be applicable to any lands hereafter so acquired. Grantor shall execute any documents reasonably requested by Mortgagee to perfect or document the pledge of the Grazing Permits to Mortgagee.

**Assignment of Milk Proceeds.** As additional collateral and to further secure the Notes and other Secured Obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign the

proceeds of the sale of Grantor's Dairy Products in an amount and with priority sufficient to cover the monthly Note payment, as adjusted under the provisions of the Notes, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts. Grantor covenants and agrees that it will (i) make no further or future assignments of the proceeds of the agreements under which Grantor sells Dairy Products produced on the Land, or otherwise alter the operations on the Property, in a manner which would alter or eliminate Mortgagee's right under this Mortgage to receive from Grantor's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Notes, as adjusted under the provisions of the Notes, (ii) deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products, and (iii) not terminate or alter, or permit to be terminated or altered, such assignments, absent Mortgagee's prior written consent.

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

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

**Damages and Insurance and Condemnation Awards.** Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Mortgagee may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Notes), incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

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

**Prohibited Transfers.** Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise, other than Permitted Encumbrances (as hereinafter defined); and, provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Notes) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis (provided, however, that a transfer or transfers of twenty-five percent or less of the shares to an existing shareholder shall not constitute a Prohibited Transfer, subject to the Permitted Transfer Conditions, defined below), or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Notes) of the partnership interests, on a cumulative basis (provided, however, that a transfer or transfers of twenty-five percent or less of the partnership interests to an existing partner shall not constitute a Prohibited Transfer, subject to the Permitted Transfer Conditions); (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Notes) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis (provided, however, that a transfer or transfers of twenty-five percent or less of the voting power or ownership interests of the economic interest of Grantor to an existing member shall not constitute a Prohibited Transfer, subject to the Permitted Transfer Conditions); or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust. Any transfer permitted under this Section (other than the Permitted Encumbrances) shall be subject to the following conditions (the "Transfer Conditions"): (i) Grantor shall notify Mortgagee in writing of the proposed transfer no less than thirty days prior to the date such transfer is to occur; (ii) Grantor shall provide Mortgagee with copies of all documents effecting such transfer and with all documentation or other assurances reasonably requested by Mortgagee to demonstrate compliance with any of the conditions to such transfer; (iii) Grantor shall pay a reasonable service charge not to exceed \$2,500 to Mortgagee for each such transfer; and (iv) no Event of Default, or any condition which, with the giving of notice or passage of time or both would constitute and Event of Default, shall exist at the time Grantor gives Mortgagee notice of such transfer or at the time such transfer occurs. "Permitted Encumbrances" means (a) liens securing taxes or assessments not due or payable; (b) liens in favor of Mortgagee; (c) liens created by specifically identified written documents which are recorded in the land records and listed as exceptions on Schedule B of any title insurance policy for the Loans which Mortgagee has accepted and approved; and (d) any leases of any portion of the Property approved by Mortgagee.

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

**Estate Planning Transfers.** Notwithstanding the anything to the contrary herein, an Estate Planning Transfer (as defined below) shall not constitute a Prohibited Transfer or an Event of Default. For purposes of this section, (1) "Estate Planning Transfer" means a Transfer of all or part of the interests in Grantor to a transferee ("Transferee") that satisfies all of the following criteria: (a) it is made for Estate Planning Purposes (defined herein), (b) all payments of principal and interest due under the Loan Documents are current, (c) there has occurred no Event of Default, nor does any event or condition exist

which with the passage of time or the giving of notice or both would become an Event of Default, (d) such transfer shall not result in a Transferee owning twenty-five percent (25%) or more of the interests in Grantor; and (2) "Estate Planning Purposes" means an assignment or transfer of any partnership or other ownership interests in Grantor to: (a) a revocable trust created by Grantor or an owner of Grantor (for the purposes of this paragraph an "Owner") for estate planning purposes in which such member is the settlor and trustee, (b) an irrevocable trust created by Owner for the benefit of one or more members of such Owner's Immediate Family, and/or (c) members of a member of Owner's Immediate Family; and (3) "Immediate Family" means such person's immediate family within the following categories: a son, daughter or lineal descendant, a stepson, stepdaughter, stepfather, stepmother, father, mother or a spouse; provided that for the purpose of determining any of the foregoing relationships, a legally adopted child of a person is considered a child of person by blood."

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

**Indemnification.** GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

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

**Transactions with Affiliates.** Transactions with affiliates of Grantor shall not be consummated on terms materially more favorable to the affiliate than would have been obtained in an arm's length transaction in the ordinary course of business with any person or entity that is not an affiliate.

## **ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES**

**Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Notes); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee,

Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

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

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

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

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

**Cure; Protection of Security.** Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Notes; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either

with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

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

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

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

**Single or Multiple Foreclosure Sales.** If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

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

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

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

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

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

**No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

## ARTICLE 7 – MISCELLANEOUS

**Notices.** All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd., Ste. 930, Overland Park, KS 66210, Attn: Director, with a carbon copy to Metropolitan Life Insurance Company, Agricultural Investments, 10801 Mastin Blvd, Ste. 120, Overland Park, KS 66210, Attn: Director.

**Partial Release.** Grantor may request Mortgagee to release one or more parcels of Land, from time to time, from the lien of this mortgage (a "**Partial Release**"), which request may be granted at Mortgagee's sole discretion and which may, at Mortgagee's sole discretion, be subject to a principle reduction of either of both Notes (including any applicable prepayment pursuant to the Notes) and the satisfaction, as determined by Mortgagee in its sole discretion, of the following terms and conditions: (1) Grantor shall submit a formal written request for a Partial Release (the "**Request**") not less than ninety days prior to the date upon which Grantor desires the partial release to occur, and shall include with the Request all necessary documentation so as to allow Mortgagee to adequately evaluate the Request, including but not limited to an updated title report covering the Land; (2) No Event of Default shall exist under any of the Loan Documents, either at the time of the Request or at the closing of the Partial Release, and the Partial Release will not cause an Event of Default under any of the Loan Documents; (3) Grantor shall provide, at Grantor's sole expense, a title insurance endorsement which insures the continued first priority lien of mortgage on the real property remaining after the Partial Release, and which insures that the remaining real property is comprised of separate legal lot or lots, has legally enforceable access rights and is comprised of contiguous parcels; (4) Grantor shall pay all of Mortgagee's outside counsel fees and other costs, including title, escrow or appraisal costs, if any, in processing and documenting the Partial Release (including any necessary amendments to the Loan Documents and title endorsement premiums), and Mortgagee's customary service fee; and (5) any other request or obligation related to the Partial Release required by Mortgagee.

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

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

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

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

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

**Waiver of Certain Other Laws.** To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

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

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

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

Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MORTGAGE]

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

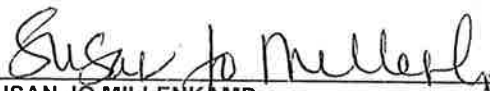
Grantor is executing this mortgage effective as of the day and year first written above.

GRANTOR:

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

  
WILLIAM JOHN MILLENKAMP

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

  
SUSAN JO MILLENKAMP

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

EAST VALLEY CATTLE, LLC,  
an Idaho limited liability company

By:   
WILLIAM J. MILLENKAMP  
Manager

*[Signatures continue on following page]*

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

Address for notices:  
471 North 300 West  
Jerome, Idaho 83338

**IDAHO JERSEY GIRLS JEROME DAIRY LLC,**  
an Idaho limited liability company

By:

  
WILLIAM J. MILLENKAMP  
Manager

**GOOSE RANCH LLC,**  
an Idaho limited liability company

By: Millenkamp Family LLC,  
an Idaho limited liability company  
its sole member

By:

  
WILLIAM J. MILLENKAMP  
Manager

**MILLENKAMP PROPERTIES, L.L.C.,**  
an Idaho limited liability company

By: Millenkamp Family LLC,  
an Idaho limited liability company  
its sole member

By:

  
WILLIAM J. MILLENKAMP  
Manager

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF MORTGAGE]

STATE OF IDAHO

COUNTY OF Jerome

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On September 26, 2018, before me, the undersigned, a Notary Public, personally appeared WILLIAM JOHN MILLENKAMP, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO

COUNTY OF Jerome

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Laury Lamb

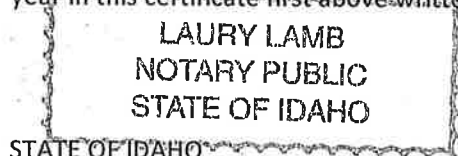
Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

On September 26, 2018, before me, the undersigned, a Notary Public, personally appeared SUSAN JO MILLENKAMP, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO

COUNTY OF Jerome

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Laury Lamb

Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

On this 26 day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. MILLENKAMP, known or identified to me to be the Manager of East Valley Cattle, LLC, an Idaho limited liability company, that he executed the instrument and acknowledged to me that he executed the same for and on behalf of that said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Laury Lamb

Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

STATE OF IDAHO

COUNTY OF Jerome

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On this 24 day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. MILLENKAMP, known or identified to me to be the Manager of Idaho Jersey Girls Jerome Dairy LLC, an Idaho limited liability company, that he executed the instrument and acknowledged to me that he executed the same for and on behalf of that said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO

COUNTY OF Jerome

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Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04/02/2022

On this 24 day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Millenkamp, known or identified to me to be the Manager of Millenkamp Family, LLC, said limited liability company that is the Sole Member of Goose Ranch, LLC; the limited liability company that executed the instrument and acknowledged to me that he executed the same for and on behalf of Millenkamp Family, LLC, the limited liability company that executed on behalf of Goose Ranch, LLC, and that said limited liability company executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04/02/2022

STATE OF IDAHO

COUNTY OF Jerome

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On this 26 day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Millenkamp, known or identified to me to be the Manager of Millenkamp Family, LLC, said limited liability company that is the Sole Member of Millenkamp Properties, L.L.C., the limited liability company that executed the instrument and acknowledged to me that he executed the same for and on behalf of Millenkamp Family, LLC, the limited liability company that executed on behalf of Goose Ranch, LLC, and that said limited liability company executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO  
COUNTY OF Jerome

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Laury Lamb

Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

On 26, 2018, before me, the undersigned, a Notary Public, personally appeared WILLIAM J. MILLENKAMP, known or identified to me to be the President of Millenkamp Cattle, Inc. that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



STATE OF IDAHO  
COUNTY OF Jerome

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Laury Lamb

Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

On 26, 2018, before me, the undersigned, a Notary Public, personally appeared SUSAN J. MILLENKAMP, known or identified to me to be the Secretary of Millenkamp Cattle, Inc. that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

STATE OF IDAHO

COUNTY OF Jerome

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On this 26 day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. MILLENKAMP, known or identified to me to be the Manager of Millenkamp Family LLC, an Idaho limited liability company, that he executed the instrument and acknowledged to me that he executed the same for and on behalf of that said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Laury Lamb*

Notary Public for Idaho

Printed Name: Laury Lamb

Commission Expires: 04/02/2022

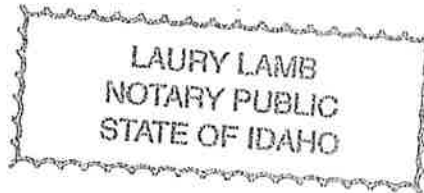


**EXHIBIT A**

Millenkamp  
Loan Nos.: 199534 and 199535

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

**Legal Description of Real Estate**

Cassia County and Jerome County, Idaho

**TRACT NO. 1 - CASSIA COUNTY:**

**PARCEL NO. 1:**

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

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

Section 12: NW $\frac{1}{4}$ NE $\frac{1}{4}$

**PARCEL NO. 2:**

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

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

**PARCEL NO. 3:**

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 1: Lots 1, 2, 3, and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 2: Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$

**PARCEL NO. 4:**

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 36: W $\frac{1}{2}$

Section 35: E $\frac{1}{2}$  **EXCEPTING THEREFROM:** Beginning at a point which is 25 feet West and 20 feet North of the Southeast corner of said Section 35;  
Thence West 100 feet;  
Thence North 100 feet;  
Thence East 100 feet;  
Thence South 100 feet to the Point of Beginning.

**ALSO EXCEPTING** the following described tract:

Part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the South ¼ section corner of said Section 35, said corner marked by a 5/8 inch rebar;  
 Thence South 89°8'07" East along the South line of Section 35 for a distance of 35.00 feet to a ½  
 inch rebar which shall be the Point of Beginning;  
 Thence North 00°11'53" East for a distance of 219.16 feet to a ½ inch rebar;  
 Thence North 49°21'41" East for a distance of 346.29 feet to a ½ inch rebar;  
 Thence along a non-tangent curve to the left for a distance of 836.37 feet to a ½ inch rebar; said  
 curve having a radius of 1358.85 feet and a central angle of 35°15'56" with a long chord of bearing  
 of South 58°38'55" East for a distance of 823.23 feet;  
 Thence South 00°11'53" West for a distance of 19.72 feet to a ½ inch rebar on the South line of  
 Section 35;  
 Thence North 89°48'07" West along the South line of Section 35 for a distance of 966.50 feet to the  
 Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
 CASSIA COUNTY, IDAHO

Section 1: N½, **EXCEPT** the following described tract:

Beginning at the Northwest corner and running thence East 250 feet;  
 Thence South 174 feet;  
 Thence West 250 feet;  
 Thence North 174 feet to the Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
 CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 and 4

PARCEL NO. 7:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
 CASSIA COUNTY, IDAHO

Section 31: SW¼

PARCEL NO. 8:

A 30 foot wide Pipeline Easement as created by Warranty Deed recorded May 15, 1992 as Instrument No. 219021,  
 records of Cassia County, Idaho, located in the SE¼ of said Section 31 of Township 11 South, Range 28 East of the  
 Boise Meridian, Cassia County, State of Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a U.S. General Land  
 Office pipe with brass cap; thence North 88°41'16" West along section line for 36.14 feet to the  
 Point of Beginning;  
 Thence North 88°41'16" West along section line for 30.00 feet to a point;  
 Thence North 1°18'44" East for 46.48 feet to a point;  
 Thence North 44°29'16" West for 1841.47 feet to a point;  
 Thence North 88°31'26" West for 1211.50 feet to a point on the West line of the SE¼;  
 Thence North 0°18'45" East along the West line of the SE¼ for 30.00 feet to a point;  
 Thence South 88°31'26" East for 1224.24 feet to a point;  
 Thence South 44°29'16" East for 1866.27 feet to a point;  
 Thence South 1°18'44" West for 59.16 feet to the Point of Beginning.

PARCEL NO. 9:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the SW¼SE¼, more particularly described as follows:

Beginning at the South ¼ section corner of said Section 35, said corner marked by a 5/8 inch rebar;  
Thence South 89°48'07" East along the South line of Section 35 for a distance of 35.00 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 00°11'53" East for a distance of 219.16 feet to a ½ inch rebar;  
Thence North 49°21'41" East for a distance of 346.29 feet to a ½ inch rebar;  
Thence along a non-tangent curve to the left for a distance of 836.37 feet to a ½ inch rebar; said curve having a radius of 1358.85 feet and a central angle of 35°15'56" with a long chord of bearing of South 58°38'55" East for a distance of 823.23 feet;  
Thence South 00°11'53" West for a distance of 19.72 feet to a ½ inch rebar on the South line of Section 35;  
Thence North 89°48'07" West along the South line of Section 35 for a distance of 966.50 feet to the Point of Beginning.

PARCEL NO. 10:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 13: ALL

PARCEL NO. 11:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 22: E½

Section 26: NW¼ and E½, EXCEPT a part of the SE¼SE¼, described as follows:

Beginning at the Southeast corner of said Section 26; said point marked by a U.S. Government Brass Cap; thence North 89°59' West (Basis of Bearing) along section line for 443.86 feet to a ½ inch rebar, which shall be the Point of Beginning;  
Thence North 89°59' West along said section line for 290.70 feet to a ½ inch rebar;  
Thence North 0°39'53" West for 59.71 feet to a ½ inch rebar;  
Thence South 88°51'10" West for 32.32 feet to a ½ inch rebar;  
Thence South 0°39'18" East for 59.05 feet to a ½ inch rebar on section line;  
Thence North 89°59' West along said section line for 122.05 feet to a ½ inch rebar;  
Thence North 0°45'03" West for 439.49 feet to a ½ inch rebar;  
Thence South 74°47'15" East for 85.63 feet to a ½ inch rebar;  
Thence South 41°26'14" East for 556.38 feet to the Point of Beginning.

Section 27: NE¼

PARCEL NO. 12:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 27: SW¼

PARCEL NO. 13:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 27: NW¼ and SE¼

PARCEL NO. 14:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: S½ **EXCEPTING THEREFROM** the following described tract of land:

Beginning at the Northwest corner of the SW¼ of said Section 35;  
Thence running East along the centerline of said Section 35 to the Northeast corner of the SE¼ thereof;  
Thence South along the East boundary line of said Section 35 a distance of 24 feet;  
Thence West on a line parallel with and 24 feet South of the centerline of said Section 35 to the West boundary line thereof;  
Thence North along said West boundary line of said Section 35 for 24 feet to the Point of Beginning.

PARCEL NO. 15:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: N½

PARCEL NO. 16:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 36: ALL

PARCEL NO. 17:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: Part of the SW¼NW¼ of said Section 31, more particularly described as follows:

Beginning at the Northwest corner of said Section 31, said corner marked by a U.S. General Land Office Pipe with brass cap; thence South 0°06'00" West along section line for 1919.63 feet to the POINT OF BEGINNING;  
Thence South 89°54'00" East for 108.07 feet to a point;  
Thence South 0°06'00" West for 100.00 feet to a point;  
Thence North 89°54'00" West for 108.07 feet to a point on section line;  
Thence North 0°06'00" East along section line for 100.00 feet to the Point of Beginning.

PARCEL NO. 18:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: N½

Section 3: N½

PARCEL NO. 19:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: NE¼ (Lots 1 and 2 and the S½NE¼)

PARCEL NO. 20:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: N½ and SE¼, **EXCEPT** the following described tract:

Beginning at the Northwest corner of said Section 31, said corner marked by a U.S. General Land Office Pipe with brass cap; Thence South 0°06'00" West along section line for 1919.63 feet to the Point of Beginning;  
Thence South 89°54'00" East for 108.07 feet to a point;  
Thence South 0°06'00" West for 100.00 feet to a point;  
Thence North 89°54'00" West for 108.07 feet to a point on section line;  
Thence North 0°06'00" East along section line for 100.00 feet to the Point of Beginning.

PARCEL NO. 21:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: W½

PARCEL NO. 22:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 26: SW¼

PARCEL NO. 23:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: The North 24 feet of the S½ of said Section 35, more particularly described as follows:

Beginning at the Northwest corner of the SW¼ of said Section 35;  
Thence East along the centerline of the said section to the Northeast corner of the SE¼ thereof;  
Thence South along the East boundary line of said Section 35 a distance of 24 feet;  
Thence West on a line parallel with and 24 feet South of the centerline of said section to the West boundary line of said section;  
Thence North 24 feet to the Point of Beginning.

PARCEL NO. 24:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 34: ALL

PARCEL NO. 25:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 26: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  described as follows:

Beginning at the Southeast corner of said Section 26; said point marked by a U.S. Government Brass Cap; thence North 89°59' West (Basis of Bearing) along section line for 443.86 feet to a ½ inch rebar, which shall be the Point of Beginning;  
Thence North 89°59' West along said section line for 290.70 feet to a ½ inch rebar;  
Thence North 0°39'53" West for 59.71 feet to a ½ inch rebar;  
Thence South 88°51'10" West for 32.32 feet to a ½ inch rebar;  
Thence South 0°39'18" East for 59.05 feet to a ½ inch rebar on section line;  
Thence North 89°59' West along said section line for 122.05 feet to a ½ inch rebar;  
Thence North 0°45'03" West for 439.49 feet to a ½ inch rebar;  
Thence South 74°47'15" East for 85.63 feet to a ½ inch rebar;  
Thence South 41°26'14" East for 556.38 feet to the Point of Beginning.

PARCEL NO. 26:

An access easement for the benefit of Parcel No. 25 as conveyed by Quitclaim Deed between the Hunsaker Family Partnership, a Limited Partnership, and Reginald Hunsaker and Ruth J. Hunsaker, husband and wife, individually, Grantors, and Jack M. Hunsaker and Bonita P. Hunsaker, Grantees, dated August 10, 1983 and recorded August 12, 1983 as Instrument No. 154185 on Film No. 139, records of Cassia County, more particularly described as follows:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 26: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  described as follows:

Beginning at the Southeast corner of said Section 26, said point marked by a U.S. Government Brass Cap which shall be the Point of Beginning;  
Thence North 89°59' West (Basis of Bearing) along section line for 443.86 feet to a ½ inch rebar;  
Thence North 41°26'14" West for 33.36 feet to a point;  
Thence South 89°59' East for 466.09 feet to a point on section line;  
Thence South 0°21' West along said section line for 25.0 feet to the Point of Beginning.

PARCEL NO. 27:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 22: W $\frac{1}{2}$

TRACT NO. 2 - CASSIA COUNTY:

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: All, **EXCEPT** the N½NW¼NW¼ and N½NE¼NW¼ of Section 10:

**ALSO EXCEPTING** the following described tracts:

Tract No. 1:

Beginning at the Northwest corner of said Section 10, said corner marked by a U.S. Government Brass Cap; Thence South 0°09'00" East (Basis of Bearing) along section line for 1219.10 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 89°51' East for 300.00 feet to a ½ inch rebar;  
Thence South 0°09'00" East for 300.00 feet to a ½ inch rebar;  
Thence South 89°51' West for 300.00 feet to a ½ inch rebar on section line;  
Thence North 0°09'00" West along said section line for 300.00 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of the Northeast corner of said Section 10;  
Thence South 127.5 feet to the True Point of Beginning;  
Thence South 255.6 feet;  
Thence East 199.5 feet;  
Thence North 179 feet;  
Thence Northwest 213.69 feet to the True Point of Beginning.

Section 11: Beginning at a point on the North line of Section 11, said point being 1760.7 feet West of the Northeast corner of said Section 11;  
Thence at right angles South 489.7 feet;  
Thence North 88°40' West 671.9 feet;  
Thence South 9°34' East 160.7 feet;  
Thence North 85°59' West 1253.6 feet;  
Thence South 6°47' West 953.6 feet;  
Thence South 4°37' West 1661.7 feet;  
Thence South 89°37' West 1307.8 feet more or less to the West line;  
Thence North 0°21' East along the West line 3156.8 feet, more or less to the Northwest corner;  
Thence East along said North line 3430.4 feet, more or less to the Point of Beginning.

Section 14: Beginning at the Southwest corner of Section 14;  
Thence South 89°26' East along the South line 1535.1 feet;  
Thence North 19°49' West 4452.0 feet more or less to the West line;  
Thence South 0°21' West 4173.0 feet more or less to the Point of Beginning.

Section 15: All

Section 16: S½ and the NW¼

Section 17: SE¼SE¼

PARCEL NO. 2:

A water pipeline easement as conveyed by Warranty Deed from Raft River Ranches, Inc., a corporation to Preston R. Allen and Roland R. Allen, dated October 21, 1976 and recorded December 1, 1976 as Instrument No. 94693 on Film No. 105, records of Cassia County, Idaho, described as follows:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 14: An easement 60 feet wide being 30 feet left and 30 feet right of the following described line:

Beginning at a point on the East line of said Section 14, said point being 1637 feet North of the Southeast corner of Section 14;

Thence North 67°24' West 5694 feet more or less to the West line of Section 14, said point being North 0°21' West 3773 feet from the Southwest corner of Section 14.

Section 22: An easement 60 feet wide being adjacent to and 60 feet right of the following described line:

Beginning at the North quarter corner of said Section 22;  
Thence South along the Meridianal centerline of Section 22 for a distance of 2500 feet;  
Thence at right angles West 154 feet.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: SW¼, W½SE¼, S½NW¼, **EXCEPTING** that part of the NW¼ described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 35; Thence South 34°9'30" East 588.37 feet to a point on center line of Yale Road; Thence South 57°36' West for 2,040.63 feet to the True Point of Beginning;  
Thence South 19°54' East 254.96 feet to a point;  
Thence South 57°36' West 175 feet to a point;  
Thence North 19°54' West 254.96 feet to a point;  
Thence North 57°36' East 175 feet to the True Point of Beginning.

**AND ALSO EXCEPT** the portion deeded to the Burley Highway District for highway purposes, as disclosed by Warranty Deed, dated July 28, 2005 and recorded September 20, 2007 as Instrument No. 2007-318339, records of Cassia County, Idaho.

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: W½, **EXCEPTING** that part of the NW¼NW¼ described as follows:

Beginning at the Northwest corner of the NW¼NW¼;  
Thence South 1599 feet;  
Thence North 59°02' East 324 feet;  
Thence North 28°10' East 1195 feet;  
Thence North 25°56' West 294 feet;  
Thence North 87°West 530 feet more or less to the Point of Beginning.

Section 3: E½, **EXCEPTING** that portion thereof that lies North of a line running as follows:

Beginning at the South Quarter section corner;  
Thence North 1320 feet;  
Thence North 42°38' East 1056 feet;  
Thence North 69°26' East 1231.5 feet;  
Thence North 19°42' East 924 feet;  
Thence North 59°02' East 541 feet more or less to the East boundary of said Section 3.

Section 9: All, **EXCEPTING THEREFROM** the following described tracts:

TRACT NO. 1:

Beginning at a point in the Northeast corner of NE¼NE¼;  
Thence due South along section line 250 feet;  
Thence due West 1550 feet;  
Thence due North 250 feet;  
Thence due East along section line to the Point of Beginning.

TRACT NO. 2:

Beginning at the Northwest corner of said Section 9, said corner marked by a U.S. General Land Office Pipe with brass cap, which shall be the Point of Beginning;  
Thence South 89°47'00" East along section line for 200.00 feet to a ½ inch rebar;  
Thence South 0°07'33" East for 295.16 feet to a ½ inch rebar on section line;  
Thence North 89°47'00" West for 200.00 feet to a ½ inch rebar on section line;  
Thence North 0°07'33" West along said section line for 295.16 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at the Northeast corner of said Section 9, said corner marked by a 5/8 inch rebar;  
Thence South 00°11'27" East (South rec.) along the East section line for a distance of 250.00 feet to the Point of Beginning;  
Thence South 00°11'27" East continuing along said line for a distance of 191.53 feet;  
Thence South 86°39'00" West for a distance of 37.48 feet to a ½ inch rebar;  
Thence South 86°39'00" West for a distance of 1614.99 feet to a ½ inch rebar;  
Thence North 00°11'27" West for a distance of 294.52 feet to a ½ inch rebar;  
Thence North 89°46'36" West for a distance of 1401.98 feet to a ½ inch rebar;  
Thence North 00°11'27" West for a distance of 224.97 feet to a ½ inch rebar;  
Thence North 00°11'27" West for a distance of 25.00 feet to the North section line;  
Thence South 89°46'51" East along said line for a distance of 399.52 feet to the North ¼ section corner marked by a 5/8 inch rebar;  
Thence South 89°46'36" East along the North section line for a distance of 1102.45 feet;  
Thence South 00°11'27" East (South rec.) for a distance of 25.00 feet to a ½ inch rebar;  
Thence South 00°11'27" East (South rec.) for a distance of 225.00 feet to a ½ inch rebar;  
Thence South 89°46'36" East (East rec.) for a distance of 1525.00 feet to a ½ inch rebar;  
Thence South 89°46'36" East (East rec.) for a distance of 25.00 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of said Section 10, said corner marked by a U.S. Government Brass Cap; Thence South 0°09'00" East (Basis of Bearing) along section line for 1219.10 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 89°51' East for 300.00 feet to a ½ inch rebar;  
Thence South 0°09'00" East for 300.00 feet to a ½ inch rebar;  
Thence South 89°51' West for 300.00 feet to a ½ inch rebar on section line;  
Thence North 0°09'00" West along said section line for 300.00 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: Part of the NE¼, more particularly described as follows:

Beginning at the Northwest corner of the Northeast corner of said Section 10; Thence South 127.5 feet to the True Point of Beginning;  
Thence South 255.6 feet;  
Thence East 199.5 feet;  
Thence North 179 feet;  
Thence Northwest 213.69 feet to the True Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$  of said Section 10; Thence South 89°55' West along section line of said Section 10 for 208.72 feet to a point; Thence South 0°05' East for 52.0 feet to the True Point of Beginning;

Thence South 0°05' East for 290.4 feet to a point;

Thence South 89°55' West for 150.0 feet to a point;

Thence North 0°05' West for 290.4 feet to a point;

Thence North 89°55' East for 150.0 feet to the True Point of Beginning.

PARCEL NO. 7:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 10: Part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the N $\frac{1}{4}$  section corner of said Section 10, said corner marked by a U.S. GLO iron pipe with brass cap which shall be the Point of Beginning:

Thence South 00°07'39" East along the East line of the NW $\frac{1}{4}$  for a distance of 660.78 feet to a  $\frac{1}{2}$  inch rebar at the Southeast corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Thence South 89°55'40" West along the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  for a distance of 418.04 feet to a  $\frac{1}{2}$  inch rebar;

Thence North 00°07'39" West for a distance of 607.86 feet to a  $\frac{1}{2}$  inch rebar;

Thence North 00°07'39" West for a distance of 52.97 feet to the North line of Section 10;

Thence North 89°56'00" East along said line for a distance of 418.04 feet to the Point of Beginning;

**EXCEPTING THEREFROM**, the following described parcel:

Beginning at the N $\frac{1}{4}$  corner of said Section 10; Thence South 89°56'00" West (South 89°55' West, rec.) along the North section line for a distance of 208.72 feet; Thence South 00°04'00" East (South 00°05' East, rec.) for a distance of 52.00 feet to a point which shall be the Point of Beginning:

Thence South 00°04'00" East (South 00°05' East, rec.) for a distance of 290.40 feet;

Thence South 89°56'00" West (South 89°55' West, rec.) for a distance of 150.00 feet;

Thence North 00°04'00" West (North 00°05' West, rec.) for a distance of 290.40 feet;

Thence North 89°56'00" East (North 89°55' East, rec.) for a distance of 150.00 feet to the Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the NW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$  of said Section 35; Thence South 34°9'30" East 588.37 feet to a point on the centerline of Yale Road; Thence South 57°36' West for 2040.63 feet to the True Point of Beginning;

Thence South 19°54' East 254.96 feet to a point;

Thence South 57°36' West 175 feet to a point;

Thence North 19°54' West 254.96 feet to a point;

Thence North 57°36' East 175 feet to the True Point of Beginning.

PARCEL NO. 9:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 9: Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 9 more particularly described as follows:

Beginning at the Northwest corner of said Section 9, said corner marked by a U.S. General Land Office pipe with brass cap, which shall be the Point of Beginning;  
Thence South 89° 47' 00" East along section line for 200.00 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 0° 07' 33" East for 295.16 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 89° 47' 00" West for 200.00 feet to a  $\frac{1}{2}$  inch rebar on section line;  
Thence North 0° 07' 33" West along said section line for 295.16 feet to the Point of Beginning.

TRACT NO. 3 - CASSIA COUNTY:

TOWNSHIP 9 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: All of Lots 2, 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$ , **SAVE AND EXCEPT** the following described parcel:

Beginning at a BLM brass cap at the Southeast section corner of said Section 2;  
Thence South 89° 54' West for 329.82 feet;  
Thence North 986.08 feet;  
Thence North 44° 27' West for 467.29 feet to a BLM brass cap;  
Thence North 89° 53' East 656.7 feet;  
Thence South 1320 feet to the True Point of Beginning.

Section 3: Lot 2

Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  (also designated as Lot 1) and SE $\frac{1}{4}$ NW $\frac{1}{4}$  **EXCEPTING THEREFROM** the following described parcel:

A strip of land 50 feet in width, lying 25 feet on each side of the following described line:

Beginning at a point on the North and South Center line of said Section 10, 2603 feet South of the Northwest corner of the Northeast Quarter of said Section 10;  
Thence North 87° 20' West 890 feet;  
Thence North 89° 25' West 430 feet.

Section 11: NW $\frac{1}{4}$

TRACT NO. 4 - JEROME COUNTY:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 27: NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

SW $\frac{1}{4}$ NW $\frac{1}{4}$ , **EXCEPTING THEREFROM** a strip of land 40 feet wide along the East side deeded to the Jerome Highway District by Deed recorded June 20, 1955 in Book 159 Page 87 as Instrument Number 126248, Jerome County records.

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

- Section 28: SE $\frac{1}{4}$ , **EXCEPTING THEREFROM** the South 25 feet of the S $\frac{1}{2}$ SE $\frac{1}{4}$  for public highway right-of-way by Judgment dated October 26, 1981, recorded October 30, 1981 as Instrument Number 260993, Jerome County records.
- Section 33: N $\frac{1}{2}$ NE $\frac{1}{4}$ , **EXCEPTING THEREFROM** the North 25 feet of the N $\frac{1}{2}$ NE $\frac{1}{4}$  for public highway right-of-way by Judgment dated October 26, 1981, recorded October 30, 1981 as Instrument Number 260993, Jerome County records.

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 16 EAST BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

- Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$

**EXCEPTING THEREFROM** a parcel of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , described as follows:

Commencing at a 5/8 inch rebar marking the Southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, being also the POINT OF BEGINNING;  
Thence along the South line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 89°21'55" West, a distance of 1319.69 feet;  
Thence along the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 00°10'18" East, a distance of 1318.95 feet to a 5/8 inch rebar;  
Thence along the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 827.74 feet to a 1/2 inch rebar;  
Thence parallel to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 00°14'47" West, a distance of 286.96 feet to a 1/2-inch rebar;  
Thence parallel to the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 325.28 feet to a 1/2 inch rebar;  
Thence parallel to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 00°14'47" East, a distance of 38.59 feet to a 1/2 inch rebar;  
Thence parallel to the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 168.39 feet to the intersection with the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 28;  
Thence along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 00°14'47" West, a distance of 1070.34 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 16 EAST BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

- Section 28: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, being also the POINT OF BEGINNING;  
Thence along the South line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 89°21'55" West, a distance of 1319.69 feet;  
Thence along the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 00°10'18" East, a distance of 1318.95 feet to a 5/8 inch rebar;  
Thence along the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 827.74 feet to a 1/2 inch rebar;  
Thence parallel to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 00°14'47" West, a distance of 286.96 feet to a 1/2-inch rebar;

Thence parallel to the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 325.28 feet to a  $\frac{1}{2}$  inch rebar;  
Thence parallel to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, North 00°14'47" East, a distance of 38.59 feet to a  $\frac{1}{2}$  inch rebar;  
Thence parallel to the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 89°21'19" East, a distance of 168.39 feet to the intersection with the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 28;  
Thence along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, South 00°14'47" West, a distance of 1070.34 feet to the POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

PARCEL NO. 6:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , **EXCEPTING THEREFROM** that portion lying North and West of the North Side Canal Company lateral.

PARCEL NO. 7:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , **EXCEPTING THEREFROM** the South 10 Acres;  
**ALSO EXCEPTING THEREFROM** that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , described as follows:

Commencing at the Northwest corner of said Section 28;  
Thence South 0°23'30" East along the West boundary of said Section 28, 1761.83 feet to the TRUE POINT OF BEGINNING;  
Thence South 36°14'06" East, 457.64 feet;  
Thence South 38°11'57" East, 170.68 feet;  
Thence South 45°28'11" East, 64.61 feet;  
Thence North 89°52'42" West, 418.37 feet to the West boundary of said Section 28;  
Thence North 0°23'30" West along the West boundary of said Section 28, 547.70 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  lying North and West of the North Side Canal Company lateral.

**EXCEPTING THEREFROM** that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , described as follows:

Commencing at the Northwest corner of said Section 28;  
Thence South 89°49'39" East along the North boundary of said Section 28, 2646.28 feet, to the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , said point being the TRUE POINT OF BEGINNING;  
Thence continuing South 89°49'39" East along the North boundary of said Section 28, 143.71 feet;  
Thence South 0°23'17" East, 118.00 feet;  
Thence North 89°49'39" West, 143.71 feet to a point on the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence North 0°23'17" West along the West boundary of said NW¼NE¼, 118.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 8:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: Portion of the SW¼NW¼, described as follows:

Commencing at the Southwest corner of the SW¼NW¼ of said Section;  
Thence South 89°53'08" East, along the South line of the SW¼NW¼ of said Section, 1017.36 feet to the TRUE POINT OF BEGINNING;  
Thence North 66°30'17" West, 415.61 feet;  
Thence North 60°28'11" West, 72.97 feet;  
Thence North 52°35'55" West, 141.53 feet;  
Thence North 45°28'11" West, 61.96 feet;  
Thence South 89°52'42" East, 904.69 feet;  
Thence South 0°23'23" East, 329.77 feet to a point on the South line of the SW¼NW¼ of said Section;  
Thence North 89°53'08" West along the South line of the SW¼NW¼ of said Section, 305.69 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 9:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: That part of the NW¼NE¼, described as follows:

Commencing at the Northwest corner of said Section 28;  
Thence South 89°49'39" East along the North boundary of said Section 28, 2646.28 feet to the Northwest corner of the NW¼NE¼, said point being THE TRUE POINT OF BEGINNING;  
Thence continuing South 89°49'39" East along the North boundary of said Section 28, 143.71 feet;  
Thence South 0°23'17" East, 118.00 feet;  
Thence North 89°49'39" West, 143.71 feet to a point on the West boundary of said NW¼NE¼;  
Thence North 0°23'17" West along the West boundary of said NW¼NE¼, 118.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 10:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 34: E½SE¼; AND That part of the SW¼SE¼ lying South of the right of way of the U-4 lateral or coulee of the North Side Canal Company, Ltd., as located and operated over and across said land,

EXCEPTING THEREFROM the following described tracts:

TRACT NO. 1:

Commencing at the Southeast corner of Section 34; Thence North 89°47' West, 2033.74 feet along the Southerly boundary of Section 34 to THE TRUE POINT OF BEGINNING;  
Thence North 0°13'00" East, 283.88 feet to the Southerly bank (right of way) of the Northside Canal Company "U-4" Lateral;  
Thence along said "U-4 Lateral South 70°46'54" West, 79.00 feet;  
South 52°49'10" West, 79.35 feet;  
South 45°31'07" West, 73.56 feet;

Thence departing said lateral South 4°01'42" East, 158.10 feet to the Southerly boundary of Section 34;  
Thence South 89°47' East, 178.11 feet along the Southerly boundary of Section 34 to THE TRUE POINT OF BEGINNING.

TRACT NO. 2:

Beginning at the Southeast corner of Section 34;  
Thence North 89°47'00" West, 1866.74 feet along the Southerly boundary of Section 34 to THE TRUE POINT OF BEGINNING;  
Thence North 0°13' East, 355.00 feet to the Southerly bank of the Northside Canal Company "U-4" Lateral;  
Thence South 67°08'57" West, 181.51 feet along the Southerly bank of said Lateral;  
Thence South 0°13' West, 283.88 feet to the Southerly boundary of Section 34;  
Thence South 89°47'00" East, 167.00 feet along said Southerly boundary to THE TRUE POINT OF BEGINNING.

TRACT NO. 3:

Beginning at the Southeast corner for Section 34, THE TRUE POINT OF BEGINNING;  
Thence North 89°47'00" West, 672.70 feet along the Southerly boundary of Section 34;  
Thence North 0°11'26" West, 451.32 feet;  
Thence South 89°47'00" East, 672.70 feet to the Easterly boundary of Section 34;  
Thence South 0°11'26" East, 451.32 feet along the Easterly boundary of Section 34 to THE TRUE POINT OF BEGINNING.

TRACT NO. 4:

Beginning at a point on the south line of said SW¼SE¼, which point is 287 feet east of the Southwest corner of said SW¼SE¼;  
Thence in an easterly direction along said south line 144 feet;  
Thence running North 5°30' West 176 feet to the center of the U-4 lateral of the North Side Canal Co. Ltd as now constructed;  
Thence Southwesterly along said centerline of said lateral 242 feet to the Point of Beginning.

PARCEL NO. 11:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: Part of the SW¼NW¼, and Part of the NW¼SW¼, described as follows:

Commencing at a 5/8-inch iron pin with a plastic cap stamped PLS 3623 marking the Southwest corner of the Northwest ¼ of said Section 28, being also the POINT OF BEGINNING, from which an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest ¼ of said Section 28 bears South 00°06'53" West at a distance of 2639.06 feet, and also from which a ½-inch iron pin with cap stamped PLS 884 marking the Northwest corner of the Northwest ¼ of said Section 28 bears North 00°05'13" East at a distance of 2639.50 feet;  
Thence along the West line of the Southwest ¼ of the Northwest ¼ of said Section 28, North 00°05'13" East, a distance of 329.94 feet to the Northwest corner of the South 10 Acres of said Southwest ¼ of the Northwest ¼, being also the Southwest corner of a parcel of land described as Parcel No. 36 in a Quitclaim Deed to L&S Land Holdings LLC as recorded in the Jerome County Recorder's Office on December 31, 2008 as Instrument Number 2086830.  
Thence along the North line of said 10 acres, being also the South line of said Parcel No. 36, South 89°21'43" East, a distance of 418.77 feet (North 89°52'42" West, 418.37 feet, record) to the Southeast corner of said Parcel No. 36, being also the Northwest corner of a parcel of land described as Parcel No. 2 in a Warranty Deed to William J. and Susie J. Millenkamp as recorded in the Jerome County Recorder's Office on March 2, 2005 as Instrument Number 2051133;  
Thence along the Westerly line of said Parcel No. 2 the following bearings and distances;  
South 45°00'52" East, a distance of 61.09 feet (North 45°28'11" West, 64.96 feet, record);

record); Thence South 52°06'54" East, a distance of 141.47 feet (North 52°35'55" West, 141.53 feet,

Thence South 59°59'23" East, a distance of 72.92 feet (North 60°28'11" West, 72.97 feet, record);

Thence South 66°01'21" East, a distance of 418.43 feet to a ½-inch iron rod with plastic cap stamped PLS 3623 marking the intersection with the South line of the Southwest ¼ of the Northwest ¼ of said Section 28 (North 66°30'17" West, 415.61 feet, record);

Thence along the South line of said Southwest ¼ of the Northwest ¼, North 89°21'54" West, a distance of 229.89 feet to the intersection with the W3 Lateral of the North Side Canal Company; Thence along the center of said W3 Lateral the following bearings and distances;

South 33°36'43" West, a distance of 232.99 feet to the beginning of a curve tangent to said line;

Thence Southwesterly and Westerly a distance of 292.87 feet along the curve concave to the Northwest, having a radius of 338.33 feet, a central angle of 49°35'51", and being subtended by a chord that bears South 58°24'39" West 283.81 feet;

Thence South 83°12'35" West tangent to said curve, a distance of 96.35 feet to the beginning of a curve tangent to said line;

Thence Westerly, Southwesterly and Southerly a distance of 107.95 feet along the curve concave to the Southeast, having a radius of 75.00 feet, a central angle of 82°28'03", and being subtended by a chord that bears South 41°58'33" West 98.87 feet;

Thence South 00°44'31" West tangent to said curve, a distance of 201.65 feet to the beginning of a curve tangent to said line;

Thence Southerly, Southwesterly and Westerly a distance of 153.04 feet along the curve concave to the Northwest, having a radius of 110.00 feet, a central angle of 79°42'55", and being subtended by a chord that bears South 40°35'58" West 140.99 feet;

Thence South 80°27'26" West tangent to said curve, a distance of 141.62 feet;

Thence South 85°21'09" West, a distance of 24.78 feet to a ½-inch rebar with cap stamped PLS 9858 marking the intersection with the West line of the Northwest ¼ of the Southwest ¼ of said Section 28;

Thence along the West line of said Northwest ¼ of the Southwest ¼, North 00°06'53" East, a distance of 770.52 feet to the POINT OF BEGINNING.

AND

TOWNSHIP 7 SOUTH, RANGE 16 EAST BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: Part of the SW¼NW¼, previously described as Parcel No. 36 in Quitclaim Deed from Luis M. & Sharon Bettencourt to L&S Land Holdings as recorded on December 31, 2008 as Instrument Number 2086830, now being described as follows:

Commencing at a 1/2-inch iron pin with cap stamped PLS 884 marking the Northwest corner of the West ½ of said Section 28; Thence along the West line of the Northwest ¼ of said Section 28, South 00°05'13" West, a distance of 1761.60 feet (South 00°23'30" East, 1761.83 feet, record), to a 1/2-inch iron pin marking the POINT OF BEGINNING.

record); Thence South 35°44'37" East, a distance of 457.46 feet (South 36°14'06" East, 457.64 feet,

record); Thence South 37°41'44" East, a distance of 170.64 feet (South 38°11'57" East, 170.68 feet,

Thence South 45°00'52" East, a distance of 65.53 feet (South 45°28'11" East, 64.61 feet, record) to the North line of the South 10 Acres of the Southwest ¼ of the Northwest ¼ of said Section 28; Thence along the North line of said South 10 Acres, North 89°21'43" West, a distance of 418.77 feet (North 89°52'42" West, 418.37 feet, record) to the West line of the Southwest ¼ of the Northwest ¼ of said Section 28;

Thence along the West line of said Southwest ¼ of the Northwest ¼, North 00°05'13" East, a distance of 547.97 feet (North 00°23'30" West, 547.70 feet, record) to the POINT OF BEGINNING.

AND

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows:

Commencing at a brass cap marking the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 28, from which an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest  $\frac{1}{4}$  of said Section 28 bears North 89°22'57" West at a distance of 2646.57 feet; Thence along the East line of said Southwest  $\frac{1}{4}$ , North 00°05'51" East, a distance of 1931.80 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858 marking the POINT OF BEGINNING.

Thence North 39°19'22" West, a distance of 125.38 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858;

Thence North 42°05'52" West, a distance of 294.98 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858;

Thence North 44°25'46" West, a distance of 368.54 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858;

Thence North 51°33'57" West, a distance of 89.01 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858;

Thence North 72°47'53" West, a distance of 237.80 feet to a  $\frac{1}{2}$ -inch rebar with plastic cap stamped PLS 9858;

Thence North 84°18'05" West, a distance of 124.52 feet to a  $\frac{1}{2}$ -inch rebar with cap stamped PLS 9858 marking the intersection with the North line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 28;

Thence along the North line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , South 89°21'54" East, a distance of 957.25 feet to a  $\frac{5}{8}$ -inch rebar with aluminum cap stamped PLS 9858 marking the Northeast corner of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;

Thence along the East line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , South 00°05'51" West, a distance of 706.46 feet to the POINT OF BEGINNING.

TRACT NO. 5

CASSIA COUNTY

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 36: E $\frac{1}{2}$

JEROME COUNTY

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 21: That portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ , lying South of the centerline of the Northside Canal Company "W" Canal, more particularly described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ ; Thence South 0°07'58" East, 562.38 feet along the Westerly boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$  to the center of the Northside Canal Company "W" Canal and THE TRUE POINT OF BEGINNING;

Thence South 0°07'58" East, 758.11 feet to the Southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ ;

Thence South 89°41'11" East, 2643.72 feet to the center of said "W" Canal;

Thence Westerly along the approximate center of said "W" Canal the following courses and distances:

Thence North 26°19'12" West, 237.37 feet;

Thence North 44°56'58" West, 199.28 feet;  
Thence South 52°21'52" West, 240.71 feet;  
Thence North 67°19'08" West, 646.97 feet;  
Thence North 87°18'51" West, 178.79 feet;  
Thence North 64°23'23" West, 203.61 feet;  
Thence South 73°01'14" West, 419.96 feet;  
Thence North 62°58'56" West, 355.62 feet (335.62 feet recorded);  
Thence North 71°13'41" West, 561.62 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 10: A parcel of land located in the N½NW¼, described as follows:

Commencing at the Northeast corner of the N½NW¼, which corner bears North 8°44'54" West, 213.81 feet from Station 296+20.43 of Interstate 80N, Project No. 1-80N-3(18)191 Highway Survey; Thence South 0°06'44" East along the East line of said N½NW¼, a distance of 378.42 feet to a point that bears South 9°11'09" East, 160.00 feet from Station 295+60.35 of said Highway Survey and being the REAL POINT OF BEGINNING;  
Thence South 79°55'36" West, 640.33 feet to a point in a line parallel with and 170.0 feet Southerly from the centerline and opposite Station 289+20.09 of said Highway Survey;  
Thence along said parallel line as follows:  
Westerly along a 5899.58 foot radius curve right 1603.00 feet to a point which bears South 6°22'56" West, 170.0 feet from Station 273+63.28 of said Highway Survey;  
North 83°37'04" West, 398.99 feet to a point in the West line of said N½NW¼ and bears South 6°22'56" West, 170.0 feet from the Station 269+64.29 of said Highway Survey;  
Thence South 0°03'34" East along said West line 842.0 feet, more or less, to the Southwest corner of said N½NW¼;  
Thence Easterly along the South line of said N½NW¼, a distance of 2640.0 feet, more or less, to the Southeast corner thereof;  
Thence North 0°06'44" West along the East line of said N½NW¼ a distance of 942.0 feet, more or less, to THE REAL POINT OF BEGINNING.

**EXCEPTING THEREFROM** a parcel of land described as follows:

Beginning at the North quarter corner of said Section 10; Thence South 0°04'39" West along the center section line of said Section 10 for a distance of 370.80 feet to the South right of way line of Interstate 80N, Project No. 1-80N-3(18)191 and being the REAL POINT OF BEGINNING;  
Thence from the REAL POINT OF BEGINNING South 0°04'39" West along the center section line of said Section 10 for a distance of 951.05 feet to the Southeast corner of the N½NW¼;  
Thence North 89°58'21" West along the South line of the N½NW¼ for a distance of 233.66 feet;  
Thence North 0°04'39" East for a distance of 910.82 feet to the South right of way line of Interstate 80N;  
Thence North 79°57'46" East along the South right of way line of Interstate 80N for a distance of 223.00 feet;  
Thence North 84°56'39" East along the South right of way line of Interstate 80N for a distance of 14.19 feet to the REAL POINT OF BEGINNING.

**FURTHER EXCEPTING THEREFROM** that part of the NW¼, described as follows:

Commencing at the Northwest corner of said Section 10; Thence South 0°00'13" West along the West boundary of said Section 10 for a distance of 1073.5 feet to THE TRUE POINT OF BEGINNING;  
Thence North 89°30'00" East for a distance of 210.00 feet;

Thence South 0°00'13" West parallel with the West boundary of Section 10 for a distance of 211.04 feet;

Thence South 89°30'00" West for a distance of 113.0 feet;

Thence North 84°00'00" West for a distance of 97.5 feet to a point on the West boundary of Section 10;

Thence North 0°00'13" East along the West boundary of Section 10 for a distance of 200.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 28: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Northeast corner of said Section 28, said point being the TRUE POINT OF BEGINNING;

Thence North 89°39' West along the North boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , 1320.00 feet, more or less, to the Northwest corner of NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence South 0°02' East along the West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , 1320.00 feet, more or less, to the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence South 89°39' East along the South boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , 1320.00 feet, more or less, to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Thence North 0°02' West along the East boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , 1320.00 feet, more or less, to the TRUE POINT OF BEGINNING.

TRACT NO. 6 – JEROME COUNTY

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 29: S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

**EXHIBIT B**

Millenkamp  
Loan Nos.: 199534 and 199535

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

**LIST OF SPECIFIC WATER RIGHTS**

IDWR Water Rights

| <b>EAST VALLEY CATTLE WATER RIGHTS</b> |      |   |              |               |                      |               |                  |
|----------------------------------------|------|---|--------------|---------------|----------------------|---------------|------------------|
| <b>Water Right</b>                     |      |   | <b>Basis</b> | <b>Status</b> | <b>Priority Date</b> | <b>Source</b> | <b>Water Use</b> |
| 43                                     | 2313 | D | Decreed      | Active        | 06/19/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2317 | C | Decreed      | Active        | 08/14/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2317 | E | Decreed      | Active        | 08/14/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2317 | F | Decreed      | Active        | 08/14/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2320 | A | Decreed      | Active        | 09/10/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2320 | B | Decreed      | Active        | 09/10/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2321 | B | Decreed      | Active        | 09/24/1948           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2339 | C | Decreed      | Active        | 02/27/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2339 | E | Decreed      | Active        | 02/27/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2339 | F | Decreed      | Active        | 02/27/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2340 |   | Decreed      | Active        | 03/20/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2343 |   | Decreed      | Active        | 04/28/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2345 |   | Decreed      | Active        | 05/02/1950           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2364 |   | Decreed      | Active        | 07/09/1951           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2365 |   | Decreed      | Active        | 07/27/1951           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2423 | C | Decreed      | Active        | 03/01/1955           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2423 | E | Decreed      | Active        | 03/01/1955           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2423 | F | Decreed      | Active        | 03/01/1955           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2467 | C | Decreed      | Active        | 12/23/1958           | GROUND WATER  | IRRIGATION       |
| 43                                     | 2467 | E | Decreed      | Active        | 12/23/1958           | GROUND WATER  | IRRIGATION       |

|    |       |   |         |        |            |              |                                  |
|----|-------|---|---------|--------|------------|--------------|----------------------------------|
| 43 | 2467  | F | Decreed | Active | 12/23/1958 | GROUND WATER | IRRIGATION                       |
| 43 | 2510  | C | Decreed | Active | 06/18/1961 | GROUND WATER | IRRIGATION                       |
| 43 | 2510  | E | Decreed | Active | 06/18/1961 | GROUND WATER | IRRIGATION                       |
| 43 | 2510  | F | Decreed | Active | 06/18/1961 | GROUND WATER | IRRIGATION                       |
| 43 | 2574  | B | Decreed | Active | 07/19/1963 | GROUND WATER | IRRIGATION                       |
| 43 | 2574  | E | Decreed | Active | 07/19/1963 | GROUND WATER | IRRIGATION                       |
| 43 | 2576  | B | Decreed | Active | 03/24/1964 | GROUND WATER | IRRIGATION                       |
| 43 | 2576  | E | Decreed | Active | 03/24/1964 | GROUND WATER | IRRIGATION                       |
| 43 | 4002  | C | Decreed | Active | 07/01/1963 | GROUND WATER | IRRIGATION                       |
| 43 | 4002  | E | Decreed | Active | 07/01/1963 | GROUND WATER | IRRIGATION                       |
| 43 | 4002  | F | Decreed | Active | 07/01/1963 | GROUND WATER | IRRIGATION                       |
| 43 | 4012  | B | Decreed | Active | 07/01/1952 | GROUND WATER | IRRIGATION, STOCKWATER           |
| 43 | 4012  | C | Decreed | Active | 06/01/1963 | GROUND WATER | IRRIGATION, STOCKWATER           |
| 43 | 4012  | D | Decreed | Active | 06/01/1954 | GROUND WATER | IRRIGATION, STOCKWATER           |
| 43 | 4013  | B | Decreed | Active | 06/15/1963 | GROUND WATER | IRRIGATION, STOCKWATER           |
| 43 | 4014  | A | Decreed | Active | 07/01/1952 | GROUND WATER | DOMESTIC, IRRIGATION, STOCKWATER |
| 43 | 4014  | B | Decreed | Active | 06/01/1954 | GROUND WATER | IRRIGATION                       |
| 43 | 4015  | B | Decreed | Active | 09/26/1953 | GROUND WATER | IRRIGATION, STOCKWATER           |
| 43 | 4060  | D | Decreed | Active | 04/05/1954 | GROUND WATER | IRRIGATION                       |
| 43 | 4063  | D | Decreed | Active | 05/01/1955 | GROUND WATER | IRRIGATION                       |
| 43 | 4186  |   | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC                         |
| 43 | 4187  |   | Decreed | Active | 09/02/1948 | GROUND WATER | STOCKWATER                       |
| 43 | 4188  |   | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC, STOCKWATER             |
| 43 | 4189  |   | Decreed | Active | 01/01/1920 | GROUND WATER | DOMESTIC, STOCKWATER             |
| 43 | 10019 |   | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION                       |

|    |       |  |         |        |            |              |                      |
|----|-------|--|---------|--------|------------|--------------|----------------------|
| 43 | 10020 |  | Decreed | Active | 01/01/1950 | GROUND WATER | DOMESTIC             |
| 43 | 10027 |  | Decreed | Active | 01/01/1984 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10045 |  | Decreed | Active | 04/01/1906 | RAFT RIVER   | IRRIGATION           |
| 43 | 10046 |  | Decreed | Active | 04/01/1909 | RAFT RIVER   | IRRIGATION           |
| 43 | 10180 |  | Decreed | Active | 01/01/1948 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10181 |  | Decreed | Active | 01/01/1948 | GROUND WATER | DOMESTIC             |
| 43 | 10365 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 10366 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 10394 |  | Decreed | Active | 12/31/1960 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 10443 |  | Decreed | Active | 08/23/1986 | GROUND WATER | DOMESTIC             |
| 43 | 10787 |  | Decreed | Active | 01/31/1955 | GROUND WATER | IRRIGATION           |
| 43 | 10795 |  | Decreed | Active | 05/01/1957 | GROUND WATER | IRRIGATION           |
| 43 | 11271 |  | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 12923 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 12933 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |
| 43 | 13296 |  | Decreed | Active | 05/29/1950 | GROUND WATER | STOCKWATER           |
| 43 | 13298 |  | Decreed | Active | 11/27/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13300 |  | Decreed | Active | 11/30/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13301 |  | Decreed | Active | 05/29/1950 | GROUND WATER | IRRIGATION           |
| 43 | 13302 |  | Decreed | Active | 05/29/1950 | GROUND WATER | STOCKWATER           |
| 43 | 13303 |  | Decreed | Active | 11/27/1957 | GROUND WATER | IRRIGATION           |
| 43 | 13304 |  | Decreed | Active | 11/27/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13305 |  | Decreed | Active | 11/30/1957 | GROUND WATER | IRRIGATION           |
| 43 | 13306 |  | Decreed | Active | 11/30/1957 | GROUND WATER | STOCKWATER           |
| 43 | 13307 |  | Decreed | Active | 06/01/1978 | GROUND WATER | DOMESTIC             |
| 43 | 13309 |  | Decreed | Active | 01/01/1960 | GROUND WATER | DOMESTIC, STOCKWATER |
| 43 | 13405 |  | Decreed | Active | 06/30/1985 | GROUND WATER | IRRIGATION           |

|    |       |  |         |        |            |              |                        |
|----|-------|--|---------|--------|------------|--------------|------------------------|
| 43 | 13448 |  | Decreed | Active | 03/02/1950 | GROUND WATER | IRRIGATION             |
| 43 | 13449 |  | Decreed | Active | 03/02/1950 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13450 |  | Decreed | Active | 02/27/1957 | GROUND WATER | IRRIGATION             |
| 43 | 13451 |  | Decreed | Active | 02/27/1957 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13452 |  | Decreed | Active | 08/26/1957 | GROUND WATER | IRRIGATION             |
| 43 | 13453 |  | Decreed | Active | 08/26/1957 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13454 |  | Decreed | Active | 03/30/1959 | GROUND WATER | IRRIGATION             |
| 43 | 13455 |  | Decreed | Active | 03/30/1959 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13456 |  | Decreed | Active | 04/06/1961 | GROUND WATER | IRRIGATION             |
| 43 | 13457 |  | Decreed | Active | 04/06/1961 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13458 |  | Decreed | Active | 01/09/1959 | GROUND WATER | IRRIGATION             |
| 43 | 13459 |  | Decreed | Active | 01/09/1959 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13460 |  | Decreed | Active | 02/24/1956 | GROUND WATER | IRRIGATION             |
| 43 | 13461 |  | Decreed | Active | 02/24/1956 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13462 |  | Decreed | Active | 12/14/1965 | GROUND WATER | IRRIGATION             |
| 43 | 13463 |  | Decreed | Active | 12/14/1965 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13490 |  | Decreed | Active | 08/14/1948 | GROUND WATER | IRRIGATION             |
| 43 | 13491 |  | Decreed | Active | 08/14/1948 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13492 |  | Decreed | Active | 02/27/1950 | GROUND WATER | IRRIGATION             |
| 43 | 13493 |  | Decreed | Active | 02/27/1950 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13494 |  | Decreed | Active | 03/02/1950 | GROUND WATER | IRRIGATION             |
| 43 | 13495 |  | Decreed | Active | 03/02/1950 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13496 |  | Decreed | Active | 02/20/1952 | GROUND WATER | IRRIGATION             |
| 43 | 13497 |  | Decreed | Active | 02/20/1952 | GROUND WATER | COMMERCIAL, STOCKWATER |
| 43 | 13498 |  | Decreed | Active | 03/01/1955 | GROUND WATER | IRRIGATION             |

|                                                          |       |   |              |               |                      |               |                        |
|----------------------------------------------------------|-------|---|--------------|---------------|----------------------|---------------|------------------------|
| 43                                                       | 13499 |   | Decreed      | Active        | 03/01/1955           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13500 |   | Decreed      | Active        | 12/23/1958           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13501 |   | Decreed      | Active        | 12/23/1958           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13502 |   | Decreed      | Active        | 12/14/1965           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13503 |   | Decreed      | Active        | 12/14/1965           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13504 |   | Decreed      | Active        | 01/12/1961           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13505 |   | Decreed      | Active        | 01/12/1961           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13506 |   | Decreed      | Active        | 06/18/1961           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13507 |   | Decreed      | Active        | 06/18/1961           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13508 |   | Decreed      | Active        | 07/01/1963           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13509 |   | Decreed      | Active        | 07/01/1963           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13510 |   | Decreed      | Active        | 03/15/1962           | GROUND WATER  | IRRIGATION             |
| 43                                                       | 13511 |   | Decreed      | Active        | 03/15/1962           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13763 |   | Decreed      | Active        | 08/26/1957           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 43                                                       | 13807 |   |              | Active        | 02/24/1956           | GROUND WATER  | IRRIGATION             |
| <b>MILLENKAMP PROPERTIES, LLC WATER RIGHTS</b>           |       |   |              |               |                      |               |                        |
| <b>Water Right</b>                                       |       |   | <b>Basis</b> | <b>Status</b> | <b>Priority Date</b> | <b>Source</b> | <b>Water Use</b>       |
| 36                                                       | 4157  | F | Decreed      | Active        | 06/01/1956           | GROUND WATER  | STOCKWATER             |
| 36                                                       | 14152 |   | Decreed      | Active        | 12/31/1933           | GROUND WATER  | DOMESTIC, STOCKWATER   |
| 36                                                       | 14536 |   | Decreed      | Active        | 09/01/1986           | GROUND WATER  | DOMESTIC               |
| 36                                                       | 16242 |   | Decreed      | Active        | 06/11/1957           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 36                                                       | 16244 |   | Decreed      | Active        | 05/11/1957           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 36                                                       | 16914 |   | License      | Active        | 04/24/1990           | GROUND WATER  | IRRIGATION             |
| 36                                                       | 16915 |   | License      | Active        | 04/24/1990           | GROUND WATER  | COMMERCIAL, STOCKWATER |
| 36                                                       | 16927 |   | Decreed      | Active        | 11/26/1974           | GROUND WATER  | IRRIGATION             |
| <b>IDAHO JERSEY GIRLS JEROME DAIRY, LLC WATER RIGHTS</b> |       |   |              |               |                      |               |                        |

| Water Right                             |       |   | Basis   | Status | Priority Date | Source       | Water Use              |
|-----------------------------------------|-------|---|---------|--------|---------------|--------------|------------------------|
| 36                                      | 2586  | D | Decreed | Active | 01/28/1964    | GROUND WATER | COMMERCIAL, STOCKWATER |
| 36                                      | 10894 |   | Decreed | Active | 09/30/1981    | GROUND WATER | DOMESTIC, STOCKWATER   |
| 36                                      | 14035 | D | Decreed | Active | 05/26/1976    | GROUND WATER | COMMERCIAL             |
| 36                                      | 8706  |   |         | Active | 02/10/1993    | GROUND WATER | COMMERCIAL, STOCKWATER |
| WILLIAM & SUSAN MILLENKAMP WATER RIGHTS |       |   |         |        |               |              |                        |
| Water Right                             |       |   | Basis   | Status | Priority Date | Source       | Water Use              |
| 36                                      | 16926 |   | Decreed | Active | 11/26/1974    | GROUND WATER | IRRIGATION             |
| 45                                      | 7290  |   | Decreed | Active | 07/26/1977    | GROUND WATER | IRRIGATION             |
| 45                                      | 7331  |   | Decreed | Active | 10/12/1978    | GROUND WATER | IRRIGATION             |
| 36                                      | 16916 |   | License | Active | 04/24/1990    | GROUND WATER | IRRIGATION             |
| 45                                      | 11912 |   | Decreed | Active | 11/06/1981    | GROUND WATER | IRRIGATION             |
| 45                                      | 11913 |   | Decreed | Active | 03/01/1900    | GROUND WATER | DOMESTIC               |
| 45                                      | 11914 |   | Decreed | Active | 03/01/1960    | GROUND WATER | DOMESTIC               |

**EXHIBIT C**

Millenkamp

Loan Nos.: 199534 and 199535

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

**LIST OF SPECIFIC WATER SHARES**

| <b>CERTIFICATE NUMBER</b> | <b>NUMBER OF SHARES</b> |
|---------------------------|-------------------------|
| Northside Canal Company:  |                         |
| 27305                     | 40                      |
| 26737                     | 160                     |
| 27187                     | 28                      |
| 26736                     | 80                      |
| 26738                     | 40                      |
| 27122                     | 40                      |
| 26739                     | 50                      |
| <b>TOTAL SHARES</b>       | <b>438</b>              |

**EXHIBIT D**

Millenkamp

Loan Nos.: 199534 and 199535

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

**LIST OF SPECIFIC GRAZING PERMITS**

Permittee: East Valley Cattle, LLC, an Idaho limited liability company

Contract or  
Serial Nos.: Permit No. 1102921 for Allotment No. ID-05309 YALE

| <u>Livestock<br/>Number</u> | <u>Livestock<br/>Kind</u> | <u>Grazing Period</u> | <u>Aums</u> |
|-----------------------------|---------------------------|-----------------------|-------------|
| 285                         | Cattle                    | 01/01-05/10           | 375         |
| 297                         | Cattle                    | 05/11-05/31           | 205         |
| 300                         | Cattle                    | 11/10-01/20           | 710         |

**Maline, Denise**

---

**From:** Maline, Denise  
**Sent:** Tuesday, December 04, 2018 11:01 AM  
**To:** Marston, Sascha  
**Subject:** Refund Request - TitleOne Corporation  
**Attachments:** Refund Request S036988 - TitleOne Corp.pdf

Good morning,

Can you please process a refund, due to over-payment on a Notice of Security Interest of 131 water rights? I have attached a copy of the receipt with my notes.

Please refund \$475.00 to:

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

Please let me know if there are any questions.

Thank you,

Denise

# Idaho Department of Water Resources Receipt

Receipt ID: S036988

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|                |                                                                                                                                                                                                                  |               |           |        |          |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------|----------|
| Payment Amount | \$3,750.00                                                                                                                                                                                                       | Date Received | 10/4/2018 | Region | SOUTHERN |
| Payment Type   | Check                                                                                                                                                                                                            | Check Number  | 17176     |        |          |
| Payer          | TITLEONE CORPORATION                                                                                                                                                                                             |               |           |        |          |
| Comments       | NOTICE OF SECURITY INTEREST FOR METLIFE REAL ESTATE LENDING LLC: 131 WATER RIGHTS IN THE NAMES OF WILLIAM & SUSAN MILLENKAMP; MILLENKAMP PROPERTIES; IDAHO JERSEY GIRLS JEROME DAIRY LLC; EAST VALLEY CATTLE LLC |               |           |        |          |

## Fee Details

|            |                                      |       |      |             |            |        |
|------------|--------------------------------------|-------|------|-------------|------------|--------|
| Amount     | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
| \$3,750.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 64140 | 0229 | 21          |            | 1155   |

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**COPY**

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Signature Line (Department Representative)

TitleOne Corporation paid for Notice of Security Interest on 150 water rights. After research & phone call to TitleOne, it was determined that they are only requesting to be added as Security Interest on 131 water rights in the names of the entities &/or individuals listed above. Total fees due = \$3,275.00

## Refund of \$475.00 due to:

TitleOne Corporation

PO Box 177

Burley ID 83318-0177

*DM*  
*12/4/2018*



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)

C.L. "Butch" Otter  
Governor

Gary Spackman  
Director

December 04, 2018

METLIFE REAL ESTATE LENDING LLC  
C/O METLIFE INVESTMENT ADVISORS  
10801 MASTIN ST STE 930  
OVERLAND PARK KS 66210-1677

RE: Notice of Security Interest for Water Rights in the name(s) of East Valley Cattle LLC,  
Idaho Jersey Girls Jerome Dairy LLC, Millenkamp Properties LLC, William & Susan Millenkamp  
(See attached list of water rights)

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.

In addition, due to over-payment of filing fees, a refund request in the amount of \$475.00 has been submitted. Upon approval, the refund will be sent to TitleOne Corporation; as they paid the filing fees on October 4, 2018.

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 I

Enclosure(s)

c: East Valley Cattle LLC  
Idaho Jersey Girls Jerome Dairy LLC  
Millenkamp Properties LLC  
William J & Susan Millenkamp  
Rabo Agri Finance LLC  
TitleOne Corporation, Burley, Idaho (w/o enclosures) File #18311603

List of water rights for East Valley Cattle, LLC, Idaho Jersey Girls Jerome Dairy LLC, Millenkamp Properties LLC, William J & Susan Millenkamp

| Basin | Sequence | Suffix | Process     | Basis   | Current Owner          |
|-------|----------|--------|-------------|---------|------------------------|
| 43    | 2313     | D      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2317     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2317     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2317     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2320     | A      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2320     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2321     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2339     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2339     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2339     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2340     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2343     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2345     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2364     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2365     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2423     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2423     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2423     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2467     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2467     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2467     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2510     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2510     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2510     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2574     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2574     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2576     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 2576     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4002     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4002     | E      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4002     | F      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4012     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4012     | C      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4012     | D      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4013     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4014     | A      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4014     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4015     | B      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4060     | D      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4063     | D      | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4186     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4187     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4188     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 4189     |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10019    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10020    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10027    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10045    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10046    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10180    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10181    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10365    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10366    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10394    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10443    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |
| 43    | 10787    |        | Water Right | Decreed | EAST VALLEY CATTLE LLC |



|    |       |   |             |         |                                     |
|----|-------|---|-------------|---------|-------------------------------------|
|    |       |   |             |         |                                     |
| 36 | 4157  | F | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
| 36 | 14152 |   | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
| 36 | 14536 |   | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
| 36 | 16242 |   | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
| 36 | 16244 |   | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
| 36 | 16914 |   | Water Right | License | MILLENKAMP PROPERTIES LLC           |
| 36 | 16915 |   | Water Right | License | MILLENKAMP PROPERTIES LLC           |
| 36 | 16927 |   | Water Right | Decreed | MILLENKAMP PROPERTIES LLC           |
|    |       |   |             |         |                                     |
| 36 | 16916 |   | Water Right | License | WILLIAM J & SUSAN MILLENKAMP        |
| 36 | 16926 |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
| 45 | 7290  |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
| 45 | 7331  |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
| 45 | 11912 |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
| 45 | 11913 |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
| 45 | 11914 |   | Water Right | Decreed | WILLIAM J & SUSAN MILLENKAMP        |
|    |       |   |             |         |                                     |
| 36 | 2586  | D | Water Right | Decreed | IDAHO JERSEY GIRLS JEROME DAIRY LLC |
| 36 | 10894 |   | Water Right | Decreed | IDAHO JERSEY GIRLS JEROME DAIRY LLC |
| 36 | 14035 | D | Water Right | Decreed | IDAHO JERSEY GIRLS JEROME DAIRY LLC |
| 36 | 8706  |   | Application |         | IDAHO JERSEY GIRLS JEROME DAIRY LLC |
|    |       |   |             |         |                                     |



**TitleOne**  
a title & escrow co.

RECEIVED

OCT 04 2018

DEPT OF WATER RESOURCES  
SOUTHERN REGION

October 3, 2018

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

RE: TitleOne File No. 18311603  
William John Millenkamp 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 MetLife Real Estate Lending LLC and William and Susan Millenkamp, Millenkamp Properties, L.L.C., Idaho Jersey Girls Jerome Dairy, LLC and East Valley Cattle, LLC.
2. A copy of the recorded Mortgage, Assignment Of Rents, Security Agreement, and Fixture Filing.
3. TitleOne Corporation's check no. 17176 made payable to Idaho Department of Water Resources in the amount of \$3,750.00.

Please make the necessary changes in the records and return a receipted copy to this office attention Nancy Garrett, TitleOne Corporation, P. O. Box 177, Burley, ID 83318.

Should you have any questions, please do not hesitate to contact me or Annette Roth at 208-878-3524.

Very truly yours,  
TITLEONE CORPORATION

Nancy Garrett  
Administrative Assistant

AR/nrg  
Enc.  
FedEx