

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 10 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
37-7268			
37-7454			
37-7602			
37-8679			

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

The Alton and Paula Huyser Trust dated April 1, 2001

c/o TitleOne PO Box 177, Burley, ID 83318

Phone 208-878-3524

Email longtermescrow@titleonecorp.com

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

Big Sky Dairy

5. Expiration Date of Notification Period

April 15, 2032

6. Is this a Renewal of Request for Notification?

☐ YES

☐ NO

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

Title, if applicable

Alton Lee Huyser Trustee
Paula J. Huyser Trustee

SUPPORT DATA

IN FILE # 37-7268

For Office Use Only

Received by Am

Date

5.10.2017

Receipt No.

5036120

Fee

\$200-

Processed by AJ

Date

WR

Date

LINCOLN COUNTY
Recorded for:
TITLEONE - GOODING
01:18:59 PM 05-05-2017
0000198519
No. Pages 13 Fee: \$46.00
BRENDA FARNWORTH
County Clerk
Deputy: CS
Electronically Recorded by Simplifile

PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is made and entered into by Big Sky Dairy, an Idaho partnership, whose address is 2395 South 1500 East, Gooding, ID 83330, hereinafter referred to as the "Mortgagor," and The Alton and Paula Huyser Trust, dated April 1, 2001, and any amendments thereto, whose address is P.O. Box 741, Shoshone, Idaho 83352, hereinafter referred to as the "Mortgagee."

WHEREAS, Mortgagor is indebted to the Mortgagee as evidenced by a Purchase Money Promissory Note of even date herewith, which has been executed by Mortgagor and is payable to the order of the Mortgagee; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times while any of said note is held by the Mortgagee, or in the event the Mortgagee should assign this instrument, this instrument shall secure payment of said note;

NOW, THEREFORE, for good and valuable consideration, Mortgagor does hereby grant, bargain, sell, convey, mortgage and assign unto the Mortgagee the following property situated in the State of Idaho, County of Lincoln, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference, plus water rights No. 37-7268, 37-7454, 37-7602, and 37-8679, and 25 Shares of the capital stock of the Big Wood Canal Company

together with all rights, interests, easements, hereditaments and appurtenances there unto belonging, including the rents, issues and profits thereof, all improvements and personal property now or later attached thereto, and specifically including all personal property listed on Exhibit B attached hereto, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Mortgagor by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property;"

TO HAVE AND TO HOLD the property unto the Mortgagee and its assigns forever in fee simple.

This Mortgage is given for the purpose of securing payment of the indebtedness evidenced by a Purchase Money Promissory Note of even date herewith executed by Mortgagor as follows:

The sum of ONE MILLION FIVE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,562,500.00) with final payment due October 15, 2032.

This sum is to be paid pursuant to the terms contained in the Purchase Money Promissory Note.

MORTGAGOR for itself, its heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Mortgagee against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANT AND AGREE as follows:

1. To pay promptly when due any indebtedness to the Mortgagee herein secured.
2. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above.
3. To keep the property insured as required by and under insurance policies approved by, delivered to, or retained by the Mortgagee.
4. To maintain improvements in good repair; operate the property in a good and efficient manner; to comply with such conservation practices and management programs as is customary in the locale of the property; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Mortgagee, cut, remove, or lease any water, timber, gravel, oil, gas, coal, or other minerals.
5. To comply with all laws, ordinances, and regulations affecting the property.
6. To pay or reimburse the Mortgagee for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

7. The Mortgagee may at any time pay any amounts required to be paid by Mortgagor and not paid by it when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Mortgagor. All such advances shall bear interest at the rate borne by the Purchase Money Promissory Note.

8. All advances by the Mortgagee as described by this instrument, with interest, shall be immediately due and payable by Mortgagor to the Mortgagee without demand at the place designated in the Purchase Money Promissory Note and shall be secured hereby. No such advance to the Mortgagee shall relieve Mortgagor from breach of its covenant to pay. Any payment made by Mortgagor shall be applied on the note given to the Mortgagee and secured hereby.

9. Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Mortgagee. The Mortgagee shall have the sole and exclusive rights as Mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordination and satisfaction.

10. At all reasonable times the Mortgagee and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

11. That this Mortgage and Security Agreement shall be construed according to the laws of the State of Idaho.

12. Mortgagor agrees that upon request of Mortgagee from time to time it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and Security Agreement.

13. The Mortgagee may extend and defer the maturity of and renew and re-amortize the debt evidenced by the note secured hereby, release from liability to the Mortgagee any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Mortgagee of Mortgagor or any other party for payment of the note or indebtedness secured hereby except as specified by the Mortgagee in writing.

14. Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held by the Mortgagee and executed or assumed by Mortgagor, and default under any such other security instrument shall constitute default hereunder.

15. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Mortgagor be declared a bankrupt, or

an insolvent, or shall be required to make an assignment for the benefit of creditors, the Mortgagee, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Mortgagee hereby secured immediately due and payable, (b) for the account of Mortgagor, incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

16. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) cost and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Mortgagee secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, and (e) any balance to Mortgagor. At foreclosure or other sale of all or any part of the property, the Mortgagee and its agents may bid and purchase as a stranger and may pay the Mortgagee's share of the purchase price by crediting such amount on any debts of Mortgagor owing to the Mortgagee, in the order prescribed above.

17. Mortgagor agrees that the Mortgagee will not be bound by any present or future state laws providing for valuation, appraisal, homestead or exemption of the property.

18. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Mortgagee to Alton and Paula J. Huyser, Trustees, whose address is P.O. Box 741, Shoshone, ID 83352, and in the case of the Mortgagor to Big Sky Dairy at the address shown herein.

19. If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

20. Time is material and of the essence hereof.

21. Mortgagor is buying the property as is, where is and subject to its own inspection of the property. For so long as money is owed to Mortgagee under the terms of the Agreement, Mortgagor hereby covenants and agrees to at all times defend, indemnify, and hold harmless the Mortgagee and its successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including without limitation reasonable attorney's fees and expenses), causes of action, administrative proceedings, suits, claims, demands or judgments of any nature arising out of or in connection with: (1) the future presence of any hazardous waste or hazardous chemical substances or mixtures on or in the premises; (2) failure at any time by the Mortgagor to comply with the terms of any order issued by any federal, state, or municipal department or agency now or

hereafter having any regulatory authority over environmental matters with regard to the premises; and (3) any lien or claim imposed under state or federal law.

As used herein, the terms hazardous waste and chemical substances and mixtures shall have the same meaning as defined in any of the following (the Acts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 1802; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2610 et. seq.; and/or the regulations now or hereafter adopted and publications promulgated pursuant to any of these Acts and Acts of a similar nature controlling hazardous substances.

22. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above described property, or to be hereafter constructed or placed hereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage" in such forms of insurance, and in such amounts, as may be required by the Mortgagee, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the Mortgagee, with loss payable solely to Mortgagee and to deliver proof of insurance to the Mortgagee. Such insurance policies shall require sixty (60) days prior written notice of cancellation to the Mortgagee. Failure to maintain such insurance shall constitute a default under the terms of this Mortgage. Neither the destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds.

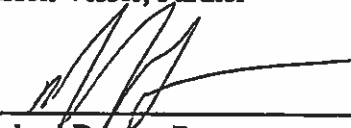
23. Mortgagor shall furnish Mortgagee a standard form mortgagee's title policy in the amount of the Promissory Note secured by this Mortgage. Said Mortgagee's policy shall insure the Mortgagee as a first lien or mortgage holder on the property described in this Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed this instrument this 4th day of May, 2017.

Big Sky Dairy, an Idaho Partnership

By: 

Russell Visser, Partner

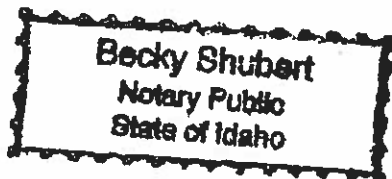
By: 

Michael Bosma, Partner

STATE OF IDAHO)
 : ss.
COUNTY OF GOODING)

On this 4th day of May, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared Russell Visser and Michael Bosma, known or identified to me to as the partners of Big Sky Dairy, the partnership that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said partnership.

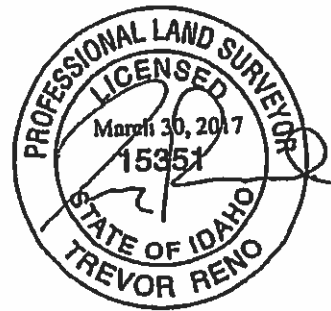
IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



Becky Shubert
Notary Public for Idaho
Commission Expires: 02-23-2023
Residing at Gooding ID

EXHIBIT "A"

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY



PARCEL 1

L E G A L D E S C R I P T I O N

Gov't Lot 7 and Part of Gov't Lots 8, 11 and 12 of Section 19 in Township 6 South, Range 19 East of the Boise Meridian, Lincoln County, State of Idaho.

Beginning at the South $\frac{1}{4}$ Corner of Section 19 in T.6 S., R.19 E., B.M. said corner marked by a $\frac{1}{2}$ " rebar; Thence North 89 degrees 55 minutes 18 seconds West along the south line of Section 19 for a distance of 740.00 feet to the Point of Beginning;

THENCE North 89 degrees 55 minutes 18 seconds West along the south line of Section 19 for a distance of 555.34 feet;

THENCE North 00 degrees 27 minutes 34 seconds West for a distance of 291.13 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00 degrees 27 minutes 34 seconds West for a distance of 30.01 feet to the centerline of the Big Wood River Canal Company Lateral;

THENCE North 89 degrees 54 minutes 42 seconds West along said centerline for a distance of 19.63 feet;

THENCE North 87 degrees 21 minutes 50 seconds West along said centerline for a distance of 69.07 feet;

THENCE South 74 degrees 36 minutes 20 seconds West along said centerline for a distance of 39.93 feet;

THENCE South 44 degrees 44 minutes 06 seconds West along said centerline for a distance of 51.09 feet;

THENCE South 33 degrees 26 minutes 03 seconds West along said centerline for a distance of 188.72 feet;

THENCE South 19 degrees 28 minutes 24 seconds West along said centerline for a distance of 39.76 feet;

THENCE South 00 degrees 27 minutes 56 seconds West along said centerline for a distance of 27.77 feet;

THENCE South 49 degrees 43 minutes 06 seconds East along said centerline for a distance of 84.14 feet to the south line of Section 19;

THENCE North 89 degrees 55 minutes 18 seconds West along said line for a distance of 172.53 feet (172.16', Rec.) to a $\frac{1}{2}$ " rebar;

(Con't on Page 2)

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY

PARCEL 1 (Con't)
(Page 2)

THENCE North 00 degrees 01 minutes 44 seconds East
(N 00°01'51" E, Rec.) for a distance of 917.98 feet (917.94',
Rec.) to a ½" rebar;

THENCE North 89 degrees 55 minutes 27 seconds West
(N 89°54'59" W, Rec.) for a distance of 950.02 feet (950.0',
Rec.) to a ½" rebar on the west line of Gov't Lot 11;

THENCE North 00 degrees 01 minutes 54 seconds East
(N 00°01'43" E, Rec.) along said line for a distance of 403.36
feet (403.27', Rec.) to a ½" rebar at the Northwest Corner of
Gov't Lot 11;

THENCE South 89 degrees 52 minutes 01 seconds East along
the north line of Gov't Lot 11 for a distance of 13.86 feet to a
½" rebar;

THENCE along a non-tangent curve to the right for a
distance of 1793.09 feet to a ½" rebar, said curve having a
radius of 1323.74 feet, a delta angle of 77 degrees 36 minutes
38 seconds, and a long chord bearing of North 38 degrees 49
minutes 33 seconds East for a distance of 1659.11 feet;

THENCE North 00 degrees 11 minutes 41 seconds East for a
distance of 25.33 feet to the north line of Gov't Lot 8;

THENCE South 89 degrees 48 minutes 19 seconds East along
said line for a distance of 264.51 feet to a ¾" rebar at the
Northeast Corner of Gov't Lot 8;

THENCE South 89 degrees 48 minutes 19 seconds East along
the north line of Gov't Lot 7 for a distance of 1318.05 feet to
a ¾" rebar with 2" aluminum cap at the Center ¼ Corner of
Section 19;

THENCE South 00 degrees 00 minutes 44 seconds West along
the east line of Gov't Lot 7 for a distance of 1318.67 feet to
the Southeast Corner of Gov't Lot 7;

THENCE South 00 degrees 00 minutes 44 seconds West along
the east line of Gov't Lot 12 for a distance of 668.69 feet to a
½" rebar;

THENCE North 89 degrees 55 minutes 18 seconds West for a
distance of 129.08 feet to a ½" rebar;

(Con't on Page 3)

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY

PARCEL 1 (Con't)
(Page 3)

THENCE along a non-tangent curve to the right for a distance of 838.77 feet to a ½" rebar, said curve having a radius of 1350.00 feet, a delta angle of 35 degrees 35 minutes 54 seconds, and a long chord bearing of South 47 degrees 45 minutes 38 seconds West for a distance of 825.34 feet;

THENCE South 00 degrees 00 minutes 44 seconds West for a distance of 69.96 feet to a ½" rebar;

THENCE South 00 degrees 00 minutes 44 seconds West for a distance of 24.39 feet to the Point of Beginning.

Said property contains 122.89 acres more or less and is subject to a county road right of way along the north and south sides and is subject to an easement for the Big Wood Canal Company Lateral and is subject to any other easements or right of ways, existing or of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY



PARCEL 2

L E G A L D E S C R I P T I O N

The N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Gov't Lot 1, Gov't Lot 6, Gov't Lot 7, Gov't Lot 12, and Part of Gov't Lots 2 and 5 of Section 30 in Township 6 South, Range 19 East of the Boise Meridian, Lincoln County, State of Idaho.

Beginning at the North $\frac{1}{4}$ Corner of Section 30 in T.6 S., R.19 E., B.M. said corner marked by a $\frac{1}{2}$ " rebar which shall be the Point of Beginning;

THENCE South 89 degrees 58 minutes 39 seconds East along the north line of Section 30 for a distance of 2641.66 feet to a $\frac{1}{2}$ " rebar at the Northeast Corner of Section 30;

THENCE South 00 degrees 13 minutes 34 seconds East along the east line of Section 30 for a distance of 1319.41 feet to a $\frac{1}{2}$ " rebar at the Southeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE North 89 degrees 55 minutes 50 seconds West along the south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 1320.63 feet to a $\frac{1}{2}$ " rebar at the Southwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE South 00 degrees 14 minutes 04 seconds East along the east line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 1318.29 feet to the Southeast Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE South 00 degrees 14 minutes 04 seconds East along the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 2637.38 feet to a $\frac{1}{2}$ " rebar at the Southeast Corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$;

THENCE North 89 degrees 49 minutes 31 seconds West along the south line of Section 30 for a distance of 2640.12 feet to a $\frac{1}{2}$ " rebar at the Southwest Corner of Gov't Lot 12;

THENCE North 00 degrees 13 minutes 31 seconds West along the west line of Gov't Lots 12 and 7 for a distance of 2634.62 feet to the Northwest Corner of Gov't Lot 7;

THENCE North 00 degrees 13 minutes 31 seconds West along the west line of Gov't Lot 7 for a distance of 483.11 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00 degrees 13 minutes 31 seconds West along said line for a distance of 33.86 feet to the centerline of an irrigation lateral;

(Con't on Page 2)

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY

PARCEL 2 (Con't)
(Page 2)

THENCE North 53 degrees 20 minutes 26 seconds West
(N 53°21'24" W, Rec.) along said centerline for a distance of
20.15 feet;

THENCE North 48 degrees 33 minutes 53 seconds West
(N 48°34'17" W, Rec.) along said centerline for a distance of
94.26 feet (94.23', Rec.);

THENCE North 35 degrees 29 minutes 48 seconds West
(N 35°30'12" W, Rec.) along said centerline for a distance of
36.95 feet (36.94', Rec.);

THENCE North 24 degrees 30 minutes 34 seconds West
(N 24°30'58" W, Rec.) along said centerline for a distance of
117.65 feet (117.61', Rec.);

THENCE North 21 degrees 13 minutes 21 seconds West
(N 21°13'45" W, Rec.) along said centerline for a distance of
395.06 feet (394.92', Rec.);

THENCE North 23 degrees 02 minutes 45 seconds West
(N 23°03'09" W, Rec.) along said centerline for a distance of
205.31 feet (204.24', Rec.);

THENCE North 24 degrees 53 minutes 44 seconds West
(N 24°54'08" W, Rec.) along said centerline for a distance of
37.71 feet;

THENCE North 39 degrees 42 minutes 48 seconds West
(N 39°43'12" W, Rec.) along said centerline for a distance of
104.36 feet (104.32', Rec.);

THENCE North 46 degrees 06 minutes 28 seconds West
(N 46°06'52" W, Rec.) along said centerline for a distance of
342.76 feet (342.64', Rec.);

THENCE North 36 degrees 45 minutes 25 seconds West
(N 36°45'49" W, Rec.) along said centerline for a distance of
42.14 feet (42.13', Rec.);

THENCE North 27 degrees 03 minutes 05 seconds West
(N 27°03'29" W, Rec.) along said centerline for a distance of
48.40 feet (48.38', Rec.);

THENCE North 88 degrees 20 minutes 29 seconds West
(N 88°20'53" W, Rec.) along said centerline for a distance of
69.95 feet (69.93', Rec.);

(Con't on Page 3)

March 30, 2017
JOB # 12000-17C2
ALTON HUYSER SURVEY

PARCEL 2 (Con't)
(Page 3)

THENCE South 87 degrees 37 minutes 56 seconds West
(S 87°37'32" W, Rec.) along said centerline for a distance of
384.86 feet (384.73', Rec.);

THENCE along said centerline along a tangent curve to the
left for a distance of 92.20 feet (92.17', Rec.), said curve
having a radius of 195.18 feet, a delta angle of 27 degrees 03
minutes 52 seconds, and a long chord bearing of South 74 degrees
06 minutes 12 seconds West (S 74°05'48" W, Rec.) for a distance
of 91.34 feet (91.31', Rec.);

THENCE South 60 degrees 34 minutes 28 seconds West
(S 60°34'04" W, Rec.) along said centerline for a distance of
27.17 feet (27.06', Rec.) to the west line of Gov't Lot 2;

THENCE North 00 degrees 12 minutes 29 seconds West along
said line for a distance of 25.11 feet to a ½" rebar;

THENCE North 00 degrees 12 minutes 29 seconds West along
said line for a distance of 947.87 feet to a ½" rebar at the
Northwest Corner of Gov't Lot 2;

THENCE South 89 degrees 55 minutes 18 seconds East along
the north line of Section 30 for a distance of 2636.87 feet to
the Point of Beginning.

Said property contains 396.76 acres more or less and is subject
to a county road right of way along the north, east and south
sides and is subject to an easement for an irrigation canal and
is subject to any other easements or right of ways, existing or
of record.

PREPARED BY:
Desert West Land Surveys
2020 Overland Ave.
Burley, Idaho 83318

EXHIBIT "B"

PERSONAL PROPERTY

7 tower Zimmatic pivot - serial number L08543
6 tower 3/4 pivot - serial number L54691
8 tower South Valley pivot - serial number 26280
6 tower 2/3 swing pivot - serial number L54666
4 tower Gifford Hill pivot - no serial number
27 pieces of 6" mainline
320 pieces solid set pipe
10 valve openers
17 end plugs
120 pieces of handline