

RECEIVED

MAY 14 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-4046	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-4047	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Les Loucks
Name of current water right holder/claimant: Desert Farm Real Estate, LLC * Farms
3. New Owner(s)/Claimant(s): Desert Farm Real Estate, LLC
New owner(s) as listed on the conveyance document: 8222 Desert Dr. Marsing ID 83639
Mailing address: City State ZIP
Telephone: _____ Email: _____
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: February 2, 2015
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 57-4046

8. Signature: [Signature] owner 3-17-15
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] owner 3-17-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/14/15 Receipt No. W043097 Receipt Amt. \$50⁰⁰
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
 Name on W-9 X Approved by [Signature] Processed by [Signature] Date 6/9/15

Instrument # 286117
MURPHY, OWYHEE, IDAHO
2015-03-04 03:53:32 No. of Pages: 43
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$136.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

Instrument # 285947
MURPHY, OWYHEE, IDAHO
2015-02-24 12:53:48 No. of Pages: 42
Recorded for: PIONEER TITLE CANYON - CALDWEL
ANGELA BARKELL Fee: \$133.00
Ex-Officio Recorder Deputy: map
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

ELECTRONICALLY RECORDED - DO NOT
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PART OF THE ORIGINAL DOCUMENT.

*Re-record to correct scrivner error in description

564320

Space above this line for Recorder's Use

Desert Farms Real Estate RE Term Loan 2015

Real Estate Term Loan: 22106738 (fka 10942000)/trc

Term Loan: 10439600

Dairy Herd and Feed Line of Credit: 22105150 (fka 10439700)

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Owyhee County, Idaho)

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

This mortgage is dated as of February 2, 2015. It is by DESERT FARMS REAL ESTATE, LLC, an Idaho limited liability company and MURPHY FLAT FARM, LLC, an Idaho limited liability company ("Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to \$35,800,000.00 in loans to Grantor, VAN ES DAIRY FARM, LLC, an Idaho limited liability company ("Van Es Dairy Farm, LLC"), DOUWE VANES ("Douwe Van Es"), JACOBA NYNKE VAN ES ("Jacoba Nynke Van Es") (individually and collectively, "Borrower") under the terms and conditions of the Credit Agreement between Borrower and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

Borrower has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Borrower has or may incur Hedging Obligations to Swap Counterparties.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Owyhee County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement

286117

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Desert Farms Real Estate RE Term Loan 2015

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appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) subject to Section 39, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements or; (iii) described on EXHIBIT B; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) 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 (the "Insurance Claims"); (p) 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 Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (t) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of the date of this mortgage, from Borrower to Lender in the original principal amount of \$7,300,000.00; (ii) the Term Loan Note dated May 22, 2012 from Borrower to Lender in the original principal amount of \$15,000,000.00; (iii) the Dairy Herd and Feed Line of Credit Note dated May 22, 2012, from Borrower to Lender in the original principal amount of \$13,500,000.00 (the Real Estate Term Loan Note, the Term Loan Note, and the Dairy Herd and Feed Line of Credit Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (iv) all Hedging Obligations; and (v) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those

obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. 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 Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other Secured Obligations are secured 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. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is March 1, 2030.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, judgments or payments in lieu thereof, received by or due to Mortgagor occasioned by any mineral or geothermal exploration or drilling activity on or under the Real Estate, all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a 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. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases. The acceptance by Mortgagee of the assignment of leases and rents and profits with all the rights, powers, privileges and authority so granted will not obligate Mortgagee to assume any obligations in respect of the leases and rents and profits or under the leases, or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the leases and rents and profits or under the leases or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Borrower.

5. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. 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.

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d)

Grantor owns the Personality free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personality on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (i) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (k) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (n) Grantor is not the subject of any Judgment; (o) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q) before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

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

9. Maintenance and Preservation of Property. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; 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 to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete

appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

10. **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;

11. **Taxes and Assessments** Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, 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, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) 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 Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. 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 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 Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

12. **Damages and Insurance and Condemnation Proceeds** Mortgagee may, at its option, (a) 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 it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) 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. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. 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 WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

13. **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 Credit Agreement, and otherwise to determine Grantor's compliance with this mortgage.

14. **Defense and Notice of Claims and Actions** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

15. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower 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: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

16. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 19, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES 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 SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

17. **Payments Due under this mortgage.** Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

18. **Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) 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.

19. **Remedies.** At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) 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, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) 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. 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. 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 AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. 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. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

20. **Sales of Property.** Mortgagee may elect to treat as Personally any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personally separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personally together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) 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 (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale," any two or more, "Foreclosure Sales"). 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 lien 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. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, 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 or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

21. **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.

22. **Notices.** All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

23. **Mortgagee.** Without affecting the personal liability of any Person, including Grantor and Borrower, for the payment of the Secured Obligations or the lien of this mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

24. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

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

26. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisal, valuation, stay, extension or redemption, 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, 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.

27. **Release.** When all Secured Obligations have been paid in full, Lender has no obligation to make additional Loans and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage.

28. **Additional Provisions.** The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this mortgage and to the Property.

29. **Collateral Agency Agreement.** This mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "**Collateral Agency Agreement**").

30. **Entire Agreement.** This mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by

them. In the event of any conflict between this mortgage and any other agreements required by this mortgage, this mortgage will prevail.

31. **Other Acts.** Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

32. **No Waiver or Cure.** Each waiver by Mortgagee or Secured Parties 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 or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties 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 or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this mortgage or the other Secured Obligation 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 Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties 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 or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

33. **Waivers.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. 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.

34. **Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (b) 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 (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

35. **Binding Effect: Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

36. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation

Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. Miscellaneous. 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. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. 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. 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. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

38. INDEMNIFICATION. GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

39. Reservation of Right to Grant First Priority Security Interest In Crops. Grantor reserves the right to obtain financing for purposes of payment of expenses incurred in the production of Grantor's crops ("Crop Financing"), secured by a first priority security interest in the Crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Grantor exercises its right to place a single crop lien on the Crops grown or to be grown on the Land, such crop lien shall automatically be a superior lien to the lien on the Crops created hereby without the need for any consent or subordination from Mortgagee.

40. WAIVER OF TRIAL BY JURY. GRANTOR AND, BY ACCEPTANCE HEREOF, MORTGAGEE (A) 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: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

41. **Future Advances.** Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

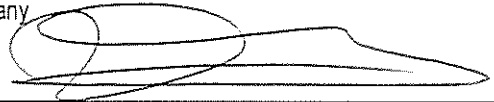
Grantor is signing this mortgage effective as of the day and year first written above.

GRANTOR

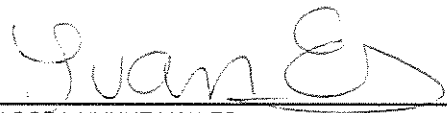
Address for notices:

8222 Desert Drive
Marsing, Idaho 83639
Attention: Jackie or Dale

DESERT FARMS REAL ESTATE, LLC, an Idaho limited liability company

By: 

DOUWE VANES
Member/Manager

By: 

JACOBA NYNKE VAN ES
Member/Manager

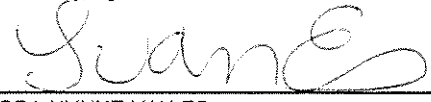
Address for notices:

8222 Desert Drive
Marsing, Idaho 83639
Attention: Jackie or Dale

MURPHY FLAT FARM, LLC, an Idaho limited liability company

By: 

DOUWE VANES
Member/Manager

By: 

JACOBA NYNKE VAN ES
Member/Manager

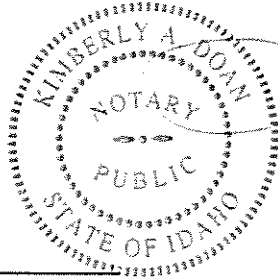
Address for notices:

8222 Desert Drive
Marsing, Idaho 83639
Attention: Jackie or Dale

STATE OF IDAHO)
COUNTY OF Canyon) SS

On this 23rd day of February, in the year of 2015, before me, Kimberly A. Doan, a Notary Public, personally appeared DOUWE VANES, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of DESERT FARMS REAL ESTATE, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



Notary Public

Printed Name: Kimberly A. Doan

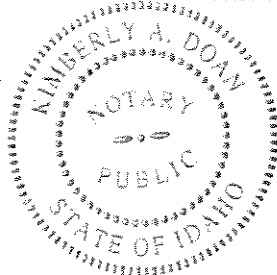
My Commission Expires:

1-27-17

STATE OF IDAHO)
COUNTY OF Canyon) SS

On this 23rd day of February, in the year of 2015, before me, Kimberly A. Doan, a Notary Public, personally appeared JACOBA NYNKE VAN ES, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of DESERT FARMS REAL ESTATE, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



Notary Public

Printed Name: Kimberly A. Doan

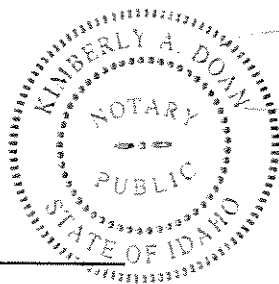
My Commission Expires:

1-27-17

STATE OF IDAHO)
COUNTY OF Camden) SS

On this 29th day of February, in the year of 2015, before me, Kimberly A. Doan, a Notary Public, personally appeared DOUWE VANES, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of MURPHY FLAT FARM, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



My Commission Expires:

1-27-17

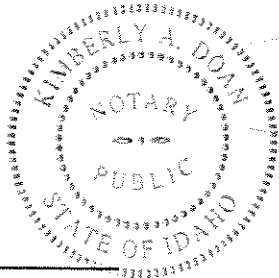
Notary Public

Printed Name: Kimberly A. Doan

STATE OF IDAHO)
COUNTY OF Camden) SS

On this 29th day of February, in the year of 2015, before me, Kimberly A. Doan, a Notary Public, personally appeared JACOBA NYNKE VAN ES, known or identified to me (or proved to me on the oath of _____), to be the Member/Manager of MURPHY FLAT FARM, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



My Commission Expires:

1-27-17

Notary Public

Printed Name: Kimberly A. Doan

EXHIBIT A

Desert Farms Real Estate RE Term Loan 2015
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Owyhee County, Idaho

PROPERTY A:

TRACT I:

The Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter of the Northeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 8, Township 2 North, Range 4 West of the Boise Meridian, Owyhee County, Idaho.

TRACT II:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 8: ALL that part of the Southwest Quarter of the Southeast Quarter, lying South and West of the Centerline of the "A" Canal of the Gem Irrigation District, All that part of the Northwest Quarter of the Southeast Quarter lying South and West of the Centerline of the "A" Canal of the Gem Irrigation District, The North Half of the Southwest Quarter and the South Half of the Southwest Quarter

EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS:

Parcel 1:

A portion of the Southwest Quarter of the Southwest Quarter of Section 8, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and is more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southwest Quarter;

Thence South 89° 56'00" East along the South boundary of said Section 8, a distance of 90.17 feet; thence North 4° 40'40" West a distance of 351.16 feet to the TRUE POINT OF BEGINNING;

thence continuing

North 4° 40'40" West a distance of 75.00 feet; thence

North 85° 20'00" East a distance of 139.47 feet; thence

South 88° 05'03" East a distance of 42.47 feet; thence

South 69° 33'33" East a distance of 59.51 feet; thence

South 58° 08'47" East a distance of 88.43 feet; thence

South 86° 46'48" West a distance of 306.71 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

ALL that portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, lying Southerly of the South line of the concrete irrigation ditch running Easterly and Westerly through said Southeast Quarter of the Southwest Quarter.

Parcel 3:

This parcel is a portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 2 North, Range 4 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 89° 12' 53" West along the south boundary of said Southeast Quarter of the Southwest Quarter a distance of 151.68 feet to the TRUE POINT OF BEGINNING; thence continuing North 89° 12' 53" West along said boundary a distance of 1167.46 feet to the southwest corner of said southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 0° 21' 49" East along the west boundary of said Southeast Quarter of the Southwest Quarter a distance of 198.60 feet to a point 1.00 foot south of an existing concrete irrigation ditch; thence transversing said south line as follows:

North 63° 45' 49" East a distance of 19.71 feet to a point of curvature; Along a curve to the right having an arc length of 196.45 feet, a radius of 274.34 feet, a central angle of 41° 01' 43", and a long chord which bears North 84° 16' 35" East a distance of 192.28 feet; South 75° 12' 31" East a distance of 94.39 feet to a point of curvature;

Along a curve to the left having an arc length of 169.24 feet, a radius of 172.69 feet, a central angle of 56° 09' 01", and a long chord which bears North 76° 42' 59" East a distance of 162.54 feet; North 48° 38' 29" East a distance of 39.02 feet to a point of curvature; Along a curve to the right having an arc length of 234.57 feet, a radius of 184.12 feet, a central angle of 72° 59' 55", and a long chord which bears North 89° 08' 26" East a distance of 219.03 feet; South 58° 21' 37" East a distance of 135.26 feet; South 52° 12' 01" East a distance of 285.75 feet, South 65° 37' 18" East a distance of 130.81 feet to the TRUE POINT OF BEGINNING. *North 85°

Parcel 4:

A parcel of land lying in the Southwest Quarter of Section 8, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

COMMENCING at a found 1 ½" pipe marking the section Corner common to Sections 7, 8, 17 and 18, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said 1 ½" pipe bears North 89°56'00" West 1321.78 feet from a found Brass Cap marking the West 1/16 Corner common to said Sections 8 and 17 and bears South 00°27'49" East 2631.65 feet from a found Brass Cap marking the West Quarter Corner of said Section 8; thence North 00°27'49" West 627.44 feet along the Westerly

boundary of the said Southwest Quarter of Section 8 to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING; thence South 87°49'11" East 256.43 feet to a set ½" iron pin; thence South 46°09'35" East 218.44 feet to a set ½" iron pin; thence South 22°27'35" West 107.24 feet to a found ½" iron pin; thence North 57°56'11" West 88.40 feet to a found ½" iron pin; thence North 70°05'36" West 59.64 feet to a found ½" iron pin; thence North 87°46'30" West 42.30 feet to a found ½" iron pin; thence South 85°13'27" West 198.58 feet to a set ½" iron pin lying along the said Westerly boundary of the Southwest Quarter of Section 8; thence North 00°27'49" West 207.83 feet along the said Westerly boundary of the Southwest Quarter of Section 8 to the POINT OF BEGINNING.

TRACT III:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.
Section 17: Northeast Quarter

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land being a portion of the East Half of the Northeast Quarter of the Northeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel more particularly described as follows:

Commencing at a found Brass Cap marking the North Quarter Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; said Brass Cap bears North 00° 09' 36" West, 2637.37 feet from a found Brass Cap marking the C1/4 Corner of said Section 17 and also bears South 89° 59' 23" West, 2644.84 feet from a found Aluminum Cap marking the Northeast Corner of said Section 17; thence North 89° 59' 23" East, 2327.25 feet along the northerly boundary of the said Northeast Quarter of Section 17 to a set ½ inch iron pin, said pin marking the REAL POINT OF BEGINNING;

Thence Continuing North 89° 59' 23" East, 317.59 feet along the said northerly boundary of the Northeast Quarter of Section 17 to a found Aluminum Cap marking the Northeast Corner of Section 17, said Aluminum Cap also marking the centerline intersections of Edison Road and Howard Road and being witnessed by a set ½ inch iron pin which bears South 89° 59' 23" West, 25.00 feet; thence South 00° 08' 06" East, 640.00 feet along the easterly boundary of the said Northeast Quarter of Section 17 and along the said centerline of Edison Road to a point, said point being witnessed by a set ½ inch iron pin which bears South 89° 59' 23" West, 25.00 feet; thence South 89° 59' 23" West, 120.12 feet to a set ½ inch iron pin marking a point of curve to the left; thence Along said curve to the left a distance of 336.56 feet, said curve having a delta of 13° 40' 03", a radius of 1410.88 feet, tangents of 169.08 feet and a long chord of 335.76 feet which bears North 36° 09' 31 West to a point of ending said curvature; thence North 00° 08' 06" West, 368.88 feet to the POINT OF BEGINNING.

TRACT IV:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho

Section 17: Northwest Quarter of the Northwest Quarter

TRACT V:

A parcel of land located in a portion of the North One-Half of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, Township 2 North, Range 4 West of the Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 17, thence along the West line of said Section 17, North $00^{\circ} 06' 54''$ East a distance of 1321.52 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 17; thence leaving said West line and along the South line of the North One-Half of the Southwest Quarter of said Section 17, North $89^{\circ} 59' 05''$ East a distance of 140.00 feet to the TRUE POINT OF BEGINNING;

thence continuing along said South line, North $89^{\circ} 59' 05''$ East a distance of 1188.44 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter; thence continuing along said South line, South $89^{\circ} 58' 22''$ East a distance of 484.13 feet to a point; thence leaving said South line, North $00^{\circ} 08' 49''$ West a distance of 300.00 feet to a point; thence South $89^{\circ} 58' 22''$ East a distance of 825.00 feet to a point on the Westerly Right-of-Way of Pascoe Road, said point being 25.00 feet West of, when measured at right angles to the East line of the Northeast Quarter of the Southwest Quarter of said Section 17; thence along said Right-of-Way line and parallel with said East line, North $00^{\circ} 08' 49''$ West a distance of 546.74 feet to a point on the centerline of the S.C. 33.4 Irrigation Lateral; thence leaving said Right-of-Way line and along said centerline the following courses and distances:

North $77^{\circ} 22' 21''$ West a distance of 323.35 feet to a curve to the left; thence Southwesterly along said curve an arc distance of 102.53 feet with a radius of 150.00 feet and through a central angle of $39^{\circ} 09' 56''$ having a chord bearing South $83^{\circ} 02' 42''$ West a distance of 100.55 feet; thence South $63^{\circ} 27' 44''$ West a distance of 156.53 feet to a curve to the right; thence Westerly along said curve an arc distance of 75.54 feet with a radius of 75.00 feet and through a central angle of $57^{\circ} 42' 17''$ having a chord bearing North $87^{\circ} 41' 07''$ West a distance of 72.38 feet; thence North $58^{\circ} 49' 59''$ West a distance of 93.55 feet; thence North $89^{\circ} 02' 49''$ West a distance of 133.83 feet to a point of curve to the right; thence Northwesterly along said curve an arc distance of 35.80 feet with a radius of 50.00 feet and through a central angle $41^{\circ} 01' 19''$ having a chord bearing North $68^{\circ} 32' 09''$ West a distance of 35.04 feet; thence North $48^{\circ} 01' 30''$ West a distance of 279.14 feet to a point of curve to the left; thence Northwesterly along said curve an arc distance of 64.92 feet with a radius of 125.00 feet and through a central angle of $29^{\circ} 45' 33''$ having a chord bearing North $62^{\circ} 54' 17''$ West a distance of 64.20 feet; thence North $77^{\circ} 47' 03''$ West a distance of 169.51 feet to a point on the West line of said Northeast Quarter of the Southwest Quarter; thence

North 00° 07' 17" East a distance of 52.12 feet to a point on a certain line lying North and East and running parallel and 50 feet distant from the centerline of the S.C. 33.4 Lateral of Gem Irrigation District; thence along said line and leaving the aforesaid West line North 77° 40' 06" West a distance of 286.93 feet to a point on said parallel line; thence North 70° 02' 40" West a distance of 32.87 feet to a point on said parallel line; thence North 35° 05' 47" West a distance of 203.85 feet to a point on said parallel line; thence North 51° 00' 53" West a distance of 245.83 feet to a point on said parallel line; thence North 26° 38' 33" West a distance of 733.42 feet to a point on said parallel line; thence North 07° 13' 45" West a distance of 32.28 feet to a point on said parallel line; thence North 25° 58' 16" East a distance of 393.61 feet to a point on said parallel line and on the North line of the Southwest Quarter of the Northwest Quarter of said Section 17; thence along said North line and leaving aforesaid parallel line, South 89° 58' 16" West a distance of 546.08 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence along the North line of said Southeast Quarter of the Northeast Quarter, South 89° 18' 00" West a distance of 873.69 feet to the centerline of Highway 95; thence along said centerline, South 14° 16' 14" West a distance of 332.93 feet to a point; thence leaving said centerline, South 76° 29' 46" East a distance of 400.00 feet to a point; thence South 14° 16' 14" West a distance of 287.00 feet to a point, thence North 81° 12' 24" West a distance of 401.80 feet to a point on the centerline of said Highway; thence along said centerline, South 14° 16' 14" West a distance of 2079.90 feet to a point on the South line of the North One-Half of the Southeast Quarter of said Section 18; thence leaving said centerline along said South line, North 89° 18' 13" East a distance of 214.92 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter; thence continuing along said South line North 89° 18' 13" East a distance of 1327.52 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17; thence leaving said South line and along the West line of said Section 17, North 00° 06' 54" East a distance of 1321.52 feet to the West Quarter corner of said Section 17; thence leaving said West line and along the North line of the Northwest Quarter of the Southwest Quarter of said Section 17, South 89° 59' 15" East a distance of 501.22 feet to a point; thence leaving said North line, South 12° 49' 31" West a distance of 765.99 feet to a point; thence South 14° 26' 19" West a distance of 279.84 feet to a point; thence North 89° 53' 06" West a distance of 123.46 feet to a point; thence South 00° 06' 54" West a distance of 303.80 feet to the POINT OF BEGINNING, said point being on said East line.

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

Parcel 1:

A parcel of land located in a portion of the ~~Northwest Quarter of the Southwest Quarter~~ ^{*Southeast Quarter of the Northeast Quarter} of Section 18, Township 2 North, Range 4 West, of the Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 18; thence along the East line of said Section 18, South 00° 06' 58" West a distance of 1318.92 feet to the ~~Northwest~~ ^{*Northwest} ~~Northwest~~ ^{*Northeast} corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence leaving said ~~West~~ ^{**East} line and along the North line of the Southeast Quarter of the Northeast Quarter of said Section 18, South 89° 18' 00" West a distance of 873.69 feet

to a point on the center line of US Highway 95; thence along the center line of said Highway, South 14° 16'14" West a distance of 652.93 feet to the TRUE POINT OF BEGINNING;

thence leaving said center line, South 81° 12'24" East a distance of 379.56 feet; thence South 88° 50'07" West a distance of 391.97 feet to a point on said center line; thence along said centerline, North 14° 16'14" East a distance of 68.09 feet to the POINT OF BEGINNING.

Parcel 2:

~~XXXXXX~~ Southeast Quarter of the Northeast Quarter
~~XXXXXX~~ of Section 18, Township 2 North, Range 4 West, of the Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 18, thence along the East line of said Section 18, South 00° 06'58" West a distance of 1318.92 feet to the ~~Northwest~~ *Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence leaving said ~~West~~ *West line and along the North line of the Southeast Quarter of the **East Northeast Quarter of said Section 18, South 89° 18'00" West a distance of 873.69 feet to a point on the center line of US Highway 95; thence along the center line of said Highway, South 14° 16'14" West a distance of 652.93 feet; thence leaving said center line, South 81° 12'24" East a distance of 402.52 feet to the TRUE POINT OF BEGINNING;

Thence North 88° 50'07" East a distance of 89.45 feet; thence North 01° 25'22" West a distance of 264.04 feet; thence North 75° 46'36" West a distance of 14.80 feet; thence South 14° 16'14" West a distance of 277.99 feet to the POINT OF BEGINNING.

TRACT VI:

A parcel of land located in a portion of the South One-Half of Section 17, Township 2 North, Range 4 West, of the Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 17, thence along the West line of said Section 17, North 00° 06' 54" East a distance of 25.00 feet to a point on the Northerly Right-of-Way line of Pascoe Road said point being THE TRUE POINT OF BEGINNING;

thence along said Rightof-Way and parallel with the South line of said Section 17, South 89° 58' 56" East a distance of 1896.13 feet to a point on the South Canal centerline; thence leaving said Right-of-Way and along said centerline, North 28° 56' 14" East a distance of 18.81 feet to a point; thence North 02° 54' 53" West a distance of 98.83 feet to a point; thence North 15° 24' 04" East a distance of 70.11 feet to a point; thence North 51° 11' 34" East a distance of 73.79 feet to a point; thence North 71° 15' 38" East a distance of 184.54 feet to a point; thence North 84° 56' 41" East a distance of 102.52 feet to a point; thence North 73° 53' 04" East a distance of 45.55 feet to a point; thence

North 61° 48' 14" East a distance of 118.23 feet to a point; thence North 53° 40' 06" East a distance of 96.90 feet to a point on a non-tangent curve to the left; thence Northeasterly along said curve an arc distance of 151.88 feet, with a radius of 500.00 feet and through a central angle of 17° 24' 17", having a chord bearing North 44° 57' 58" East a distance of 151.30 feet to a point; thence North 36° 15' 50" East a distance of 94.34 feet to a point on the Westerly Right-of-Way line of Pascoe Road; thence leaving said centerline and along said Westerly Right-of-Way, North 00° 08' 49" West a distance of 690.48 feet to a point on the North line of said South ½ of the Southwest Quarter of said Section 17; thence leaving said Westerly Right-of-Way and along said North line, North 89° 58' 22" West a distance of 1309.13 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 17; thence continuing along said North line, South 89° 59' 05" West a distance of 1328.44 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 17; thence leaving said North line and along the West line of said Section 17, South 00° 06' 54" West a distance of 1296.52 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in a portion of the Southwest Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a set 5/8" iron pin marking the Southwest corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said pin bears South 00°07'48" West 2644.91 feet from a found Brass Cap marking the west quarter corner of said Section 17, said pin also bears North 89°58'56" West 2668.55 feet from a found Brass Cap marking the south quarter corner of said Section 17; thence North 00°07'48" East 25.00 feet along the westerly boundary of said Section 17 to a point lying along the northerly right of way of Pascoe Road, said point being witnessed by a set 1/2" iron pin which bears South 89°58'56" East 15.00 feet, said point also marking the REAL POINT OF BEGINNING; thence continuing North 00°07'48" East 505.49 feet along the said westerly boundary of Section 17 to a point, said point being witnessed by a set 1/2" iron pin which bears South 89°47'36" East 35.00 feet; Thence South 89°47'36" East 448.81 feet to a set 1/2" iron pin; thence South 04°39'12" East 505.69 feet to a set 1/2" iron pin lying along the said northerly right of way of Pascoe Road; thence North 89°58'56" West 490.97 feet along the said northerly right of way of Pascoe Road to the POINT OF BEGINNING.

TRACT VII:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 18: South Half of the Southeast Quarter

TRACT VIII:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 19: Northeast Quarter

EXCEPTING THEREFROM the following 2 parcels from Tracts VII and VIII:

Parcel I:

A parcel of land being a portion of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, all in Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

COMMENCING at a found 2 1/2" 1930 G.L.O. brass cap marking the east quarter corner common to said Sections 18 and 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 89°47'17" West coincident with the north line of the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of said Section 18, a distance of 2666.53 feet to the calculated center quarter corner of said Section 18, from which a 1930 G.L.O. brass cap marking the north quarter corner of said Section 18 bears North 00°25'06" East, 2627.39 feet; thence South 00°25'06" West coincident with the west line of the Northwest Quarter of the Southeast Quarter of said Section 18, a distance of 1192.79 feet to the POINT OF BEGINNING;

Thence South 89°47'17" East, 939.30 feet to the northwesterly right-of-way line of Highway US- 95; thence South 15°05'22" West, coincident with the said northwesterly right-of-way line of Highway US-95, a distance of 136.87 feet; thence South 89°52'38" East, coincident with a right-of-way width change in the said northwesterly right-of-way line of Highway US-95, a distance of 155.27 feet; thence South 15°05'34" West, coincident with the said northwesterly right-of-way line of Highway US-95, a distance of 1386.54 feet; thence North 89°47'17" West, 708.70 feet to the west line of the Northwest Quarter of the Northeast Quarter of said Section 19; thence North 00°40'13" East, coincident with the west line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 11.91 feet to a 2 1/2" G.L.O. brass cap marking the south quarter corner of said Section 18; thence North 00°25'06" East coincident with the west line of the Southwest Quarter of the Southeast Quarter of said Section 18, a distance of 1326.48 feet to the center-south 1/16 corner of said Section 18; thence North 00°25'06" East coincident with the west line of the Northwest Quarter of the Southeast quarter of said Section 18, a distance of 133.69 feet to the POINT OF BEGINNING.

Parcel II:

A parcel of land being a portion of the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

COMMENCING at a found 2 1/2" 1930 G.L.O. brass cap marking the north quarter corner common to said Sections 18 and 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County Idaho, from which a 2 1/2" 1930 G.L.O. brass cap marking

the center quarter corner of said Section 19 bears South 00°40'13" West, 2615.80 feet; thence South 00°40'13" West coincident with west line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 11.91 feet to the POINT OF BEGINNING;

Thence South 89°47'17" East, 708.70 feet to the northwesterly right-of-way line of Highway US-95; thence South 15°05'34" West coincident with the said northwesterly right-of-way line of Highway US-95, a distance of 2845.31 feet to the west line of the Northwest Quarter of the Southeast Quarter of said Section 19; thence North 00°40'13" East, coincident with the west line of the Northwest Quarter of the Southeast Quarter of said Section 19, a distance of 146.09 feet to the 2 1/2" 1930 G.L.O. brass cap marking the center quarter corner of said Section 19; thence North 00°40'13" East, coincident with the west line of the Southwest Quarter of the Northeast Quarter of said Section 19, a distance of 1309.00 feet to the center-north 1/16 corner of said Section 19; thence continuing North 00°40'13" East, coincident with the west line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 1294.89 feet to the POINT OF BEGINNING.

The basis of bearing is South 00°40'13" West between the found 2 1/2" 1930 G.L.O. brass cap marking the North Quarter corner common to said Sections 18 and 19 and the 2 1/2" 1930 G.L.O. brass cap marking the center quarter corner of said Section 19, all in Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

TRACT IX:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 19: North Half of the Southeast Quarter

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS OF LAND from Tract IX:

Parcel 1:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter, Section 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, described as follows:

COMMENCING at the Southwest corner of Northwest Quarter of the Southeast Quarter being the POINT OF BEGINNING;

Thence East 380.14 feet along the South boundary of Northwest Quarter of the Southeast Quarter; thence North 47° 31'10" West 511.57 feet to the West boundary of

Northwest Quarter of the Southeast Quarter; thence South 0° 28'20" West 345.49 feet along the West boundary to the POINT OF BEGINNING.

Parcel 2:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter, Section 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of the Southeast Quarter (C1/4 cor.) of Section 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 89° 33'21" East along the North boundary of said Northwest Quarter of the Southeast Quarter, 500.00 feet; thence South 5° 08'17" West 1321.31 feet to the South boundary of said Northwest Quarter of the Southeast Quarter; thence North 48° 03'30" West 511.58 feet to the West boundary of said Northwest Quarter of the Southeast Quarter; thence North 0° 04'00" West along the said West boundary 970.20 feet to the POINT OF BEGINNING.

TRACT X:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 20: West Half of the Northwest Quarter

TRACT XI:

In Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Section 20: Northwest Quarter of the Southwest Quarter

TOGETHER WITH a Nonexclusive Easement for ingress and egress appurtenant to Tract IX and XI, above, being a strip of land 30 feet in width, lying Northeasterly and parallel to the following described line, over and across a portion of the Northwest Quarter of the Southeast Quarter, Section 19, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East 380.14 feet along the south boundary of the Northwest Quarter of the Southeast Quarter to the POINT OF BEGINNING;

Thence North 47° 31'10" West 511.57 feet to the West boundary of the Northwest Quarter of the Southeast Quarter to the POINT OF TERMINATION.

PROPERTY B:

TRACT I:

Parcels of land being portions of Sections 20, 21, 28 and 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

Parcel 1:

Section 20:

The East Half of the East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Parcel 2:

Section 21: The West Half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, the North Half of the Southeast Quarter of the Northwest Quarter, the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the West Half of the Northeast Quarter of the Southwest Quarter, the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, the West Half of the Northeast Quarter, the West Half of the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

Parcel 3:

Section 28:

All of the West Half of the Northwest Quarter and the North Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 4 West, Owyhee County, Idaho.

Parcel 4:

Section 29:

The East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point lying 25 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the REAL POINT OF BEGINNING; thence South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to

Sections 20, 21, 28 and 29; thence East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence North along a line 25 feet West of and parallel with the West line of the East Half of the East Half of said Section 21 to a point lying 25 feet West of the East Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

EASEMENT No. 2:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING;

thence East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence South along a line 25 feet West of and parallel with the Center Section line of said Section 21 to a point lying 25 feet West of the North Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 3:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence East along the Section line common to said Section 21 and 28 to a point marking the West Sixteenth corner common to said Section 21 and 28, said point also marking the REAL POINT OF BEGINNING;

thence South along the East line of the West Half of the West Half of said Section 28 to a point marking the West Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 4:

A 50 foot wide ingress, egress, maintenance, utility and drainage easement lying in a portion of the Northwest Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ} 09'21''$ East 1325.29 feet along the east boundary of the Northeast Quarter of Section 20 to a found brass cap marking the North Sixteenth corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North $01^{\circ} 01'11''$ East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South $01^{\circ} 01'11''$ West 50.00 feet, said point also marking the REAL POINT OF BEGINNING;

thence South $89^{\circ} 05'45''$ East (formerly S $89^{\circ} 05'36''$ E) 585.96 feet along the South boundary of the West Half of the Southwest Quarter of said Section 16 to a point; thence South $00^{\circ} 54'15''$ West 50.00 feet to a point; thence North $89^{\circ} 05'45''$ West (formerly N $89^{\circ} 05'36''$ W) 586.06 feet to a set 5/8 inch iron pin lying on the said East boundary of the Northeast Quarter of Section 20; thence North $01^{\circ} 01'11''$ East 50.00 feet along the East boundary of the Northeast Quarter of Section 20 to the REAL POINT OF BEGINNING.

EASEMENT No. 5:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying portion of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

COMMENINCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence South along the Section line common to said Sections 20 and 21 to a point lying 25 feet North of the Quarter corner common to said Section 20 and 21, said point also marking the REAL POINT OF BEGINNING;

Thence West along a line 25 feet North of and parallel with the Center Section line of said Sections 20 and 21 to a point lying 25 feet North of the Southwest corner of the East Half of the East Half of the Southeast Quarter of the Northeast Quarter of said Section 20, said point also marking the point of ending of said easement centerline.

EASEMENT No. 6:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in a portion of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said

easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21, 28 and 29; thence South along the Section line common to said Sections 28 and 29 to a point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point also marking the REAL POINT OF BEGINNING;

Thence West along a line 25 feet South of and parallel to the Section line common to said Sections 20 and 29 to a point lying 25 feet South of the East Sixteenth corner common to said Sections 20 and 29, said point also marking the point of ending of said easement centerline.

EASEMENT No. 7 (Irrigation):

A 10 foot wide roadway easement for the purpose of ingress, egress and maintenance of an existing irrigation line, said easement lying in a portion of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 5 feet wide on either side of the centerline of said existing irrigation line, said easement centerline being more or less described as follows:

COMMENCING at a point lying 55 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the REAL POINT OF BEGINNING;

thence South along the Section line 55 feet of and parallel to the Section line common to said Sections 20 and 21 to a point lying 55 feet East of the South Sixteenth corner common to said Sections 20 and 21; thence East along the North line of the South Half of the South Half of said Section 21 to a point marking the Southeast Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

TRACT II:

Parcels of land being portions of Section 16, 17 and 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Parcel 1:

A parcel of land being a portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ}09'21''$ East, 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the N $\frac{1}{16}$ Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North $01^{\circ}01'11''$ East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17 20 and 21, said point being witnessed by a set $\frac{5}{8}$ " iron pin which bears South $01^{\circ}01'11''$ West 50.00 feet, said point also marking the REAL POINT OF BEGINNING;

Thence North $00^{\circ}36'01''$ East 819.37 feet along the West boundary of the said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a set $\frac{5}{8}$ " iron pin; thence South $84^{\circ}16'16''$ East 25.36 feet to a set $\frac{5}{8}$ " iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right; thence along the said centerline of said existing County Road the following courses and distances:

Along said curve to the right, a distance of 258.38 feet, said curve having a delta of $08^{\circ}41'22''$, a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears North $06^{\circ}40'11''$ East to a set $\frac{5}{8}$ " iron pin marking the point of ending of said curve to the right; thence North $11^{\circ}01'39''$ East 1043.63 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the left; thence along said curve to the left, a distance of 157.08 feet, said curve having a delta of $26^{\circ}47'08''$, a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears North $02^{\circ}21'55''$ West, to a set $\frac{5}{8}$ " iron pin marking the point of ending of said curve to the left; thence North $15^{\circ}45'29''$ West 213.96 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the left; thence Along said curve to the left, a distance of 161.43 feet, said curve having a delta of $44^{\circ}20'20''$, a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears North $37^{\circ}55'39''$ West to a set $\frac{5}{8}$ " iron pin marking the point of ending of said curve to the left; thence North $60^{\circ}05'49''$ West 86.07 feet to a set $\frac{5}{8}$ " iron pin lying on the said West boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; thence leaving the said centerline of said existing County Road, North $00^{\circ}36'01''$ East 14.96 feet along the said West boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a set $\frac{5}{8}$ " iron pin marking the $\frac{1}{4}$ Corner common to said Sections 16 and 17, said pin also being witnessed by a found $\frac{5}{8}$ " iron pin which bears South $89^{\circ}16'38''$ East 40.00 feet; thence South $89^{\circ}16'38''$ East 667.21 feet along the North boundary of the said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a found $\frac{1}{2}$ " iron pin; thence South $00^{\circ}29'14''$ West 661.10 feet (formerly South $00^{\circ}29'12''$ West 660.90 feet) to a found $\frac{1}{2}$ " iron pin; thence South $89^{\circ}14'33''$ East (formerly South $89^{\circ}13'30''$ East) 186.08 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the right; thence along said curve to the right, a distance of 2422.76 feet, said curve having a delta of $118^{\circ}38'39''$, a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears South $10^{\circ}47'23''$ West to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the right and lying on the South boundary of the said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; thence North $89^{\circ}05'45''$ West (formerly North $89^{\circ}05'36''$ West) 498.57 feet along the said South boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to the POINT OF BEGINNING.

Parcel 2:

A parcel of land lying in the SE $\frac{1}{4}$ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ}09'21''$ East 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the N $\frac{1}{16}$ Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North $01^{\circ}01'11''$ East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set $\frac{5}{8}$ " iron pin which bears South $01^{\circ}01'11''$ West 50.00 feet, said point also being the REAL POINT OF BEGINNING;

thence North $89^{\circ}15'17''$ West 1321.67 feet along the South boundary of the said SE $\frac{1}{4}$ of Section 17 to a found Brass Cap marking the E $\frac{1}{16}$ Corner common to said Sections 17 and 20; thence continuing along the said South boundary of the SE $\frac{1}{4}$ of Section 17, North $89^{\circ}14'40''$ West 1021.35 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the right; thence along said curve to the right, a distance of 1803.29 feet, said curve having a delta of $100^{\circ}07'01''$, a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears North $50^{\circ}11'56''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the right and also marking a point of curve to the left; thence along said curve to the left, a distance of 223.19 feet, said curve having a delta of $82^{\circ}37'10''$, a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears South $42^{\circ}28'40''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the left; thence South $83^{\circ}47'16''$ East 510.16 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the left; thence along said curve to the left, a distance of 137.12 feet, said curve having a delta of $27^{\circ}02'54''$, a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears North $82^{\circ}41'17''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the left; thence South $84^{\circ}16'16''$ East 357.52 feet to a set $\frac{5}{8}$ " iron pin lying on the East boundary of the said SE $\frac{1}{4}$ of Section 17; thence South $00^{\circ}36'01''$ West 819.37 feet along the said East boundary of the SE $\frac{1}{4}$ of Section 17 to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land lying in a portion of the SE $\frac{1}{4}$ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ}09'21''$ East, 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the N $\frac{1}{16}$ Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North $01^{\circ}01'11''$ East, 1321.30 feet to a point marking the Section Corner common to

Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence North 84°16'16" West 245.99 feet to a point; thence South 00°36'01" West 568.91 feet to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING; thence South 89°23'59" East 50.00 feet to a set ½" iron pin; thence South 00°36'01" West 50.00 feet to a set ½" iron pin; thence North 89°23'59" West 50.00 feet to a set ½" iron pin; thence North 00°36'01" East 50.00 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land lying in the NE1/4 NE1/4 of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East1/4 Corner of said Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the Real Point of Beginning; thence North 89° 09' 03" West 336.22 feet along the South boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin; thence North 14° 30' 09" West 473.47 feet to a set 5/8" iron pin; thence North 51° 14' 11" West 67.98 feet to a set 5/8" iron pin; thence South 85° 12' 14" West 211.30 feet to a set 5/8" iron pin marking a point of curve to the right; thence along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34°58' 28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22 feet which bears South 74° 01' 39" West, to a set 5/8" iron pin lying on the West boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve; thence North 00° 55' 43" East 1020.83 feet along the said West boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20; thence South 89° 15' 17" East 1321.67 feet along the North boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence South 01° 01' 11" West 1321.30 feet along the East boundary of the said NE1/4 NE1/4 of Section 20 to the POINT OF BEGINNING.

Parcel 4:

A parcel of land lying in the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of

said Section 20 to a found brass cap marking the North 1/16 corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South 01° 01'11" West 50.00 feet; thence North 89° 15'17" West 1321.67 feet along the South boundary of the said Southeast Quarter of Section 17 to a found brass cap marking the East 1/16 corner common to said Sections 17 and 20; thence continuing along the said South boundary of the Southeast Quarter of Section 17, North 89° 14'40" West 1021.35 feet to a set 5/8-inch iron pin marking the REAL POINT OF BEGINNING;

thence continuing North 89° 14'40" West 302.06 feet along the said South boundary of the Southeast Quarter of Section 17 to a found brass cap marking the South Quarter corner of said Section 17; thence North 00° 37'48" East 675.32 feet along the West boundary of the said Southeast Quarter of Section 17 to a point lying on the centerline of the South Canal; thence along the said centerline of the South Canal the following courses and distances:

North 33° 30'10" East 490.30 feet to a point of curve to the right; thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11° 49'51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears North 39° 25'05" East to the point of ending of said curve; thence North 45° 20'01" East 268.70 feet to a point lying on the centerline of an existing lateral; thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances North 44° 08'59" West 219.97 feet to a point of curve to the right; thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31° 44'32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears North 28° 16'43" West to the point of ending of said curve; thence North 12° 24'27" West 378.33 feet to a point of curve to the left; thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64° 56'35", a radius of 39.09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears North 44° 52'44" West to the point of ending of said curve; North 77° 21'02" West 25.00 feet to a point of curve to the left; thence along said curve to the left a distance of 187.33 feet, said curve having a delta of 75° 21'23", a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears North 64° 58'17" East to the point of ending of said curve; thence North 27° 17'35" East 93.93 feet to a point of curve to the right thence along said curve to the right a distance of 99.20 feet, said curve having a delta of 17° 45'39", a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears North 36° 10'25" East to the point of ending of said curve; thence North 45° 03'14" East 399.43 feet to a point lying on the North boundary of the said Southeast Quarter of Section 17 and along the centerline of Pasco Road; thence leaving the said centerline of the existing lateral, South 89° 10'58" East 1893.88 feet along the said North boundary of the Southeast Quarter of Section 17 and along the said centerline of Pasco Road to a set 5/8 inch iron pin marking the Quarter corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8 inch iron pin which

bears South 89° 16'38" East 40.00 feet; thence South 00° 36'01" West 1821.79 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence North 84° 16'16" West 357.52 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 137.12 feet, said curve having a delta of 27° 02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears South 82° 41'17" West to a set 5/8 inch iron pin marking the point of ending of said curve; thence North 83° 47'16" West 510.16 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 223.19 feet, said curve having a delta of 82° 37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears North 42° 28'40" West to a set 5/8 inch iron pin marking the point of ending of said curve and also marking a point of curve to the left; thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of 100° 07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears South 50° 11'56" West to the POINT OF BEGINNING.

Parcel 5:

A parcel of land being a portion of the W½SW¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin said pin marking the REAL POINT OF BEGINNING; thence continuing North 00°36'01" East 1806.83 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin lying on the centerline of an existing County Road; thence along the said centerline of said existing County Road the following courses and distances:

South 60°05'49" East 86.07 feet to a set 5/8" iron pin marking a point of curve to the right; thence along said curve to the right, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears South 37°55'39" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence South 15°45'29" East 213.96 feet to a set 5/8" iron pin marking a point of curve to the right; thence Along said curve to the right, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears South 02°21'55" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence South 11°01'39" West 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left; thence Along said curve to the left, a distance of 258.38 feet, said

curve having a delta of $08^{\circ}41'22''$, a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears South $06^{\circ}40'11''$ West to a set 5/8" iron pin marking the point of ending of said curve to the left; thence leaving the said centerline of said existing County Road North $84^{\circ}16'16''$ West 25.36 feet to the POINT OF BEGINNING.

TOGETHER WITH a 25 foot wide ingress and egress easement lying in a portion of the West Half of the Southwest Quarter of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described under Instrument No. 2200231, Owyhee County records.

EXCEPTING THEREFROM Parcels 2, 4 and 5 above, the following described parcel:

A parcel of land lying in a portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 and a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Pasco Road and marking the C $\frac{1}{4}$ Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said Brass Cap bears North $89^{\circ}10'58''$ West 2643.72 feet from a found 5/8" iron pin marking the E $\frac{1}{4}$ Corner of said Section 17; thence South $89^{\circ}10'58''$ East, 2294.51 feet along the said centerline of Pasco Road and the Northerly boundary of the said SE $\frac{1}{4}$ of Section 17 to a point, said point being witnessed by a set $\frac{1}{2}$ " iron pin which bears South $02^{\circ}55'26''$ East 25.05 feet, said point also marking the REAL POINT OF BEGINNING;

thence continuing along the said centerline of Pasco Road and the said Northerly boundary of the SE $\frac{1}{4}$ of Section 17, South $89^{\circ}10'58''$ East 293.68 feet to a point, said point being witnessed by a set $\frac{1}{2}$ " iron pin which bears South $33^{\circ}01'04''$ West 29.54 feet; thence South $33^{\circ}01'04''$ West 88.09 feet to a set $\frac{1}{2}$ " iron pin, said pin marking a point of curve to the left; thence along said curve to the left a distance of 467.64 feet, said curve having a delta of $89^{\circ}18'43''$, a radius of 300.00 feet, tangents of 296.42 feet, and a long chord of 421.71 feet which bears South $11^{\circ}38'17''$ East to a set $\frac{1}{2}$ " iron pin marking the point of ending of said curve; thence South $56^{\circ}17'39''$ East 184.66 feet to a set $\frac{1}{2}$ " iron pin; thence South $11^{\circ}51'10''$ West 889.46 feet to a set $\frac{1}{2}$ " iron pin; thence North $80^{\circ}59'17''$ West 116.04 feet to a set $\frac{1}{2}$ " iron pin; thence North $00^{\circ}55'15''$ West 789.94 feet to a set $\frac{1}{2}$ " iron pin; thence North $14^{\circ}58'58''$ West 181.80 feet to a set $\frac{1}{2}$ " iron pin; thence North $36^{\circ}12'31''$ West 163.85 feet to a set $\frac{1}{2}$ " iron pin; thence North $09^{\circ}56'03''$ West 104.45 feet to a set $\frac{1}{2}$ " iron pin; thence North $02^{\circ}55'26''$ West 245.65 feet to the POINT OF BEGINNING.

TRACT III

Parcels of land being portions of Sections 17, 21 28 and 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

PARCEL 1:
SECTION 17:

A parcel of land lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ} 09'21''$ East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North $01^{\circ} 01'11''$ East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South $01^{\circ} 01'11''$ West 50.00 feet; thence North $00^{\circ} 36'01''$ East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence North $84^{\circ} 16'16''$ West 245.99 feet to a point; thence South $00^{\circ} 36'01''$ West 568.91 feet to a set 1/2 inch iron pin, said pin marking the REAL POINT OF BEGINNING;

thence South $89^{\circ} 23'59''$ East 50.00 feet to a set 1/2 inch iron pin; thence South $00^{\circ} 36'01''$ West 50.00 feet to a set 1/2 inch iron pin; thence North $89^{\circ} 23'59''$ West 50.00 feet to a set 1/2 inch iron pin; thence North $00^{\circ} 36'01''$ East 50.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:
EASEMENT B:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the Southwest Quarter of Section 16 and a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement centerline being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ} 09'21''$ East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North $01^{\circ} 01'11''$ East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South $01^{\circ} 01'11''$ West 50.00 feet; thence North $00^{\circ} 36'01''$ East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence South $84^{\circ} 16'16''$ East 25.36 feet to a set 5/8 inch iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence long said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of $4^{\circ} 02'58''$, a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North $04^{\circ} 20'59''$ East to a point marking the REAL POINT OF BEGINNING;

thence South 84° 08'33" West 177.46 feet to a point of curve to the left; thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42° 22'17" West to the point of ending of said curve; thence South 00° 36'01" West 586.81 feet to a set 1/2 inch iron pin; thence North 89° 23'59" West 20.00 feet to a point; thence North 00° 36'01" East 586.81 feet to a point of curve to the right; thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears North 42° 22'17" East to the point of ending of said curve; thence North 84° 08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road; thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06° 43'08" West to the point of ending of said centerline easement. EXCEPTING THEREFROM any portion thereof lying within the existing County Road.

ALSO TOGETHER WITH:

EASEMENT C:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Owyhee County, Idaho, said easement being more particularly described as follows: COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South 01° 01'11" West 50.00 feet; thence North 00° 36'01" East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the REAL POINT OF BEGINNING;

thence South 89° 46'50" West 195.03 feet to a point; thence North 00° 36'01" East 10.00 feet to a point; thence North 89° 46'50" East 195.03 feet to a point lying on the said East boundary of the Southeast Quarter of Section 17, said point bears South 00° 36'01" West 2372.66 feet from a set 5/8 inch iron pin marking the East Quarter Corner of said Section 17; thence South 00° 36'01" West 10.00 feet along the said East boundary of the Southeast Quarter of Section 17 to the REAL POINT OF BEGINNING.

ALSO TOGETHER WITH:

EASEMENT D:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Owyhee County, Idaho, said easement being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears South 01° 01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING;

thence North 89° 15'17" West 12.95 feet along the South boundary of the Southeast Quarter of Section 17 to a point, said point bears South 89° 15'17" East 1308.72 feet from a found brass cap marking the East Sixteenth Corner common to said Sections 17 and 20; thence North 38° 42'06" West 287.43 feet to a set 1/2 inch iron pin; thence North 00° 36'01" East 15.79 feet to a point; thence South 38° 42'06" East 307.87 feet to the REAL POINT OF BEGINNING.

PARCEL 2:

SECTION 21:

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter, the Easterly 3/4 of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Northeast Quarter of the Southwest Quarter, and the Northerly 3/4 of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 3:

SECTION 28:

The West Half of the Southwest Quarter, the West Half of the Northeast Quarter of the Southwest Quarter, the East Half of the Northwest Quarter and the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 4:

SECTION 29:

The Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 4 West, Owyhee County, Idaho.

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said

easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point lying 25 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the REAL POINT OF BEGINNING;

Thence South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence North along a line 25 feet West of and parallel with the West line of the East Half of the East Half of said Section 21 to a point lying 25 feet West of the East Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

EASEMENT No. 2:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING;

thence East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence South along a line 25 feet West of and parallel with the Center Section line of said Section 21 to a point lying 25 feet West of the North Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 3:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho;

thence South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence East along the Section line common to said Section 21 and 28 to a point marking the West Sixteenth corner common to said Section 21 and 28, said point also marking the REAL POINT OF BEGINNING;

thence South along the East line of the West Half of the West Half of said Section 28 to a point marking the West Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

TRACT IV:

All in Township 2 South, Range 1 West, Boise Meridian, Owyhee County, Idaho.

Section 14: Southwest Quarter of the Southeast Quarter and the South Half of the Southwest Quarter

Section 15: Southeast Quarter of the Northeast Quarter, Southeast Quarter, East Half of the Southwest Quarter

Section 21: Southeast Quarter of the Southeast Quarter

Section 22: East Half, Southwest Quarter, East Half of the Northwest Quarter

Section 23: West Half, West Half of the East Half

Section 26: West Half, West Half of the East Half

Section 27: ALL

Section 34: North Half of the Northeast Quarter, Northeast Quarter of the Northwest Quarter

PROPERTY C:

TRACT I:

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 14: Southeast Quarter of the Southeast Quarter EXCEPTING THEREFROM The East 90 feet

Section 23: Northeast Quarter of the Northeast Quarter and a part of the Southeast Quarter of the Northeast Quarter more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence South 89° 49'27" East 49.50 feet along the North boundary of said Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING; thence continuing South 89° 49'27" East 872.22 feet along the North boundary of said Southeast Quarter of the Northeast Quarter; thence South 0° 37'00" East 656.71 feet; thence North 89° 47'07" West 158.74 feet; thence North 2° 22'50" West 154.30 feet; thence North 89° 35'05" West 559.55 feet; thence North 17° 09'50" West 523.86 feet to the POINT OF BEGINNING.

TRACT II:

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 14: Southwest Quarter of the Southeast Quarter

EXCEPTING THEREFROM:

The West 285 feet of the South 100 feet thereof.

Section 23: Northwest Quarter of the Northeast Quarter

EXCEPTING THEREFROM the following:

The Westerly 285 feet of the Northerly 750 feet of the Northwest Quarter of the Northeast Quarter of Section 23, Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence East along the Northerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 285 feet to a point; thence South and parallel with the Westerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 750 feet to a point; thence West and parallel with the Northerly boundary of the Northwest Quarter of the Northeast Quarter a distance of 285 feet to a point on the Westerly boundary of the Northwest Quarter of the Northeast Quarter; thence Northerly along said Westerly line a distance of 750 feet to the POINT OF BEGINNING.

Section 23: Southwest Quarter of the Northeast Quarter

EXCEPTING THEREFROM the following:

A part of the Southwest Quarter of the Northeast Quarter, Section 23, Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho; more particularly described as follows:

BEGINNING at the Southwest corner of said Southwest Quarter of the Northeast Quarter (C1/4 corner); thence North $0^{\circ} 37'47''$ West 186.00 feet along the West boundary of said Southwest Quarter of the Northeast Quarter; thence South $89^{\circ} 46'03''$ East 501.83 feet; thence South $0^{\circ} 37'47''$ East 186.00 feet; thence North $89^{\circ} 46'03''$ West 501.83 feet along the South boundary of said Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following:

Section 23: A part of the Southwest Quarter of the Northeast Quarter, Section 23, Township 2 North, Range 5 West, Boise, Meridian, Owyhee County, Idaho; more particularly described as follows:

BEGINNING at the Southeast corner of said Southwest Quarter of the Northeast Quarter, (EC 1/16); thence North $89^{\circ} 46'03''$ West 806.86 feet along the South boundary of said Southwest Quarter of the Northeast Quarter; thence North $0^{\circ} 37'47''$ West 186.00 feet; thence North $36^{\circ} 34'30''$ East 512.90 feet; thence South $89^{\circ} 51'50''$ East 498.06 feet; thence South $0^{\circ} 29'51''$ East 600.00 feet to the POINT OF BEGINNING.

Section 23: Southeast Quarter of the Northeast Quarter

EXCEPTING THEREFROM the following:

A part of the Southeast Quarter of the Northeast Quarter, Section 23, Township 2 North, Range 5 West, Boise, Meridian, Owyhee County, Idaho; more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence South 89° 49'27" East 49.50 feet along the North boundary of said Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING; thence continuing South 89° 49'27" East 872.22 feet along the North boundary of said Southeast Quarter of the Northeast Quarter; thence South 0° 37'00" East 656.71 feet; thence North 89° 47'07" West 158.74 feet; thence North 2° 22'50" West 154.30 feet; thence North 89° 35'05" West 559.55 feet; thence North 17° 09'50" West 523.86 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following:

A part of the North Half of the Southeast Quarter of the Northeast Quarter, Section 23, Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho; more particularly described as follows:

BEGINNING at the Northeast corner of said North Half of the Southeast Quarter of the Northeast Quarter (N 1/16 corner); thence South 0° 37'00" East 656.97 feet along the East boundary of said North Half of the Southeast Quarter of the Northeast Quarter; thence North 89° 47'07" West 390.00 feet along the South boundary of said North Half of the Southeast Quarter of the Northeast Quarter; thence North 0° 37'00" West 656.71 feet; thence South 89° 49'27" East 390.00 feet along the North boundary of said North Half of the Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM the South Half of the Southeast Quarter of the Northeast Quarter.

TRACT III:

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 15: Southeast Quarter Northeast Quarter, West Half Northeast Quarter, Southeast Quarter, Southeast Quarter Northwest Quarter, East Half Southwest Quarter.

TRACT IV

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 13: That portion of the Northwest Quarter Southwest Quarter lying West of the Gem Irrigation District Lateral S.C. 26.9.

Section 14: North half Southeast Quarter, Southeast Quarter Northeast Quarter less the following described parcel: A parcel of land situate in the Southeast Quarter Northeast Quarter of Section 14, Township 2 North, Range 5 West Boise Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter Northeast Quarter, Section 14 being the REAL POINT OF BEGINNING; thence North 234 feet; thence West parallel to the South line of said Southeast Quarter Northeast Quarter to a point on the West line of said Southeast Quarter Northeast Quarter; thence South 234 feet; thence East along the South line of said Southeast Quarter Northeast Quarter to the REAL POINT OF BEGINNING.

TRACT V:

Parcel 1:

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 13: West Half of the West Half of the Southwest Quarter of the Southwest Quarter

Parcel 2:

In Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 14: The East 90 feet of the Southeast Quarter of the Southeast Quarter EXCEPTING FROM TRACT V the following described parcel:

A parcel of land being portions of Section 13 and 14, Township 2 North, Range 5 West, Boise Meridian, situated in Owyhee County, State of Idaho, described as follows: COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter, Section 13, Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho; thence South along the West line of said Southwest Quarter of the Southwest Quarter, 340.00 feet to a point on said West line, being the POINT OF BEGINNING; thence East, 88.00 feet; thence South $22^{\circ}00'00''$ East, 247.00 feet; thence South $78^{\circ}00'00''$ West, 176.00 feet; thence North $77^{\circ}00'00''$ West, 100.96 feet, to a point on a line that is 90.00 feet parallel to and West of, such West line of said Southwest Quarter of the Southwest Quarter; thence North along such parallel line, 187.03 feet; thence North $58^{\circ}10'19''$ East, 105.93 feet to the POINT OF BEGINNING.

EXHIBIT B

Desert Farms Real Estate RE Term Loan 2015
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with mortgage by Desert Farms Real Estate, LLC and Murphy Flat Farm, LLC on land located in Owyhee County,
Idaho

(list specific additional Property, if any)

All water rights represented by Permit or License No. 2-10243; 2-102041; 2-10239; 2-10238; 2-10240; 2-10242; 57-2254; 57-11673; 2-10465; 57-4046; 57-4047; 2-2251 and 2-10017 issued by the Idaho Department of Water Resources.

All water rights represented by Account Nos. 1521; 1041; 1503; 1044; 1504; 1526; 1519; 1527; 1522 and 1528 of Gem Irrigation District.

All irrigation, milking equipment and fixtures



**Rabo
AgriFinance**

March 20, 2015

Idaho Department of Water Resources
2735 Airport Way
Boise ID, 83705-5082

Re: Desert Farms Real Estate
Obligation No. 22106738

RECEIVED

MAY 14 2015

WATER RESOURCES
WESTERN REGION

Tammy Christopher
Loan Closing Specialist
Office 12443 Olive Blvd.
Address Suite 50
St. Louis, MO 63141
Postal P.O. Box 411995
Address St. Louis, MO 63141
Tel 314-317-8073
Fax 877-655-9513
Tammy.Christopher@raboag.com

To Whom it May Concern:

Please find enclosed check #72-2151/739 in the amount of \$100.00. Representing the Change of Ownership for two water rights (57-4046 and 57-4047) along with the Notice of Security Interest for the same two water rights.

If you have any questions or need any additional information, please contact me at (314)317-8073 or via email Tammy.Christopher@Raboag.com.

Thank you in advance for your assistance in this matter.

Sincerely,

Tammy Christopher
Loan Closing Specialist

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 9, 2015

DESERT FARMS REAL ESTATE LLC
8222 DESERT DR
MARSING ID 83639

RE: Notice of Ownership Change in Water Right No's:

57-4046 & 57-4047

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the Department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call me if you have any questions concerning the enclosed information.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office
208-334-2190

Enclosures

cc: RABO AGRIFINANCE INC
12443 OLIVE BLVD STE 50
ST LOUIS MO 63141

DL EVANS BANK
PO BOX 87
TWIN FALLS ID 83303