

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
FEB 18 2015
Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
13-7231	Yes ☐		Yes ☐		Yes ☐
13-2236	Yes ☒		Yes ☐		Yes ☐
13-2236 13-7935 13-7936	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: 7231 - Bob & Michael Hobbs 2236 Hobbs Bros
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Robert J Hobbs or Ken D Hobbs
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or ☐ and/or
- Mailing address 4018 S. Parkinson Rd City Franklin State ID ZIP 83237
- Telephone 208 851-1429 Email farmerhobbs@g.com

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: Oct 10 1989
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.

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):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: Robert J Hobbs Title, if applicable owner Date 2/13/15
- Signature: Ken D Hobbs Title, if applicable owner Date 2/13/15

For IDWR Office Use Only:

Received by JB Date 2/18/2015 Receipt No. E040719 Receipt Amt. \$75.-

Approved by JB Processed by JB Date 4/7/2015 E040654 \$50.-

180477 1-4

WARRANTY DEED

FOR VALUE RECEIVED

BOB A. HOBBS and IRMA V. HOBBS, husband and wife

do hereby grant, bargain, sell and convey unto

KEN D. HOBBS

whose current address is

312 Parkinson Road
Franklin, ID 83237

the Grantee, the following described premises, in Franklin County, Idaho, to
wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantees, their heirs and assigns forever. And the said Grantors do
hereby covenant to and with the said Grantees, that they are the owners in
fee simple of said premises; that they are free from all encumbrances and
that they will warrant and defend the same from all lawful claims
whatsoever.

Dated: September 29, 1989

Bob A. Hobbs
BOB A. HOBBS

Irma V. Hobbs
IRMA V. HOBBS

STATE OF IDAHO

County of Franklin

On this 29th day of September, 1989, before me, the undersigned, a
Notary Public in and for said State, personally appeared BOB A. HOBBS and
IRMA V. HOBBS, husband and wife, known or identified to me to be the persons
whose names are subscribed to the within instrument and acknowledged to me
that they executed the same.



Steven P. Finkle
NOTARY PUBLIC for State of Idaho
Residing at: Pocatello, ID
Comm. Expires: 2/19/93

EXHIBIT "A"

PARCEL A:

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 8: Beginning at the South Quarter corner of said Section 8, and running thence North 2293.5 feet, more or less, to a point that is 346.5 feet South of the Center of said Section 8; thence West 749.75 feet; thence South 780.6 feet; thence West 604.85 feet; thence North 1127.10 feet to the Centerline of said Section 8; thence West 625.4 feet, more or less, to the East right-of-way line of U.S. Highway 91; thence South 7044' East 2695 feet, more or less, to the South line of said Section 8; thence East 1621 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the Southwest Quarter of said Section 8 and running thence North 1°23' West 670.3 feet to the TRUE POINT OF BEGINNING; thence West 106 feet; thence North 1°23' West 208.7 feet; thence East 106 feet; thence South 1°23' East 208.7 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: That portion of the Southwest Quarter of said Section 8 lying within the rights of way of the County roads running along the East side and the South side of said Southwest Quarter of said Section 8.

PARCEL B:

Section 17
& Section 20

Commencing at a point 528 feet East of the Northwest corner of the Southwest Quarter of said Section 17, said point being on the East right-of-way line of the Old Yellowstone Highway, and running thence South 11°53' East along said right-of-way line 3026.5 feet, more or less, to the point of intersection of the North right-of-way line of Field Street with the East right-of-way line of the Old Yellowstone Highway, said point of intersection being approximately 1125 feet East and 370 feet South of the Northwest corner of said Section 20; thence East 628 feet, more or less, to the West right-of-way line of the Oregon Short Line Railroad; thence Northwesterly along the said West right-of-way line of the Oregon Short Line Railroad 3000.0 feet, more or less, to the point at which said right-of-way line crosses the North line of the Southwest Quarter of said Section 17; thence West to the point of beginning.

ALSO, commencing at the point of intersection of the West right-of-way line of U.S. Highway 91 with the South line of said Section 17; said point of intersection being approximately 317 feet West of the South Quarter corner of said Section 17, and running thence Northwesterly along said West right-of-way line 1950 feet, more or less, to a point at which the said West right-of-way line meets the East right-of-way line of the Oregon Short Line Railroad; thence Southeasterly along said East right-of-way line to the point at which said East right-of-way

(Continued)

line crosses the South line of said Section 17; thence East 875 feet, more or less, to the point of beginning. EXCEPTING THEREFROM: Commencing at the Southeast corner of the Southwest Quarter of Section 17, and running thence West 265.00 feet to the West right-of-way line of U.S. Highway 91 to the TRUE POINT OF BEGINNING; thence South $89^{\circ}15'$ West 242.91 feet; thence North $2^{\circ}15'$ West 132.80 feet; thence North $86^{\circ}26'11''$ East 182.76 feet to the West right-of-way line of U.S. Highway 91; thence South $25^{\circ}0'$ East 155.44 feet along said line to the true point of beginning.

Section 20: Commencing at a point which is 1640 feet North and 276 feet East and North $19^{\circ}21'$ West 210 feet and North 45° West 88 feet from the South Quarter corner of Section 20; the TRUE POINT OF BEGINNING; thence North $18^{\circ}31'$ West 1250 feet, more or less, to North side of Old Mill Race running thence Northeasterly along Cub River to U.S. Highway 91; thence Southeasterly along said Highway 130 rods to old U.S. Highway right-of-way; thence West 54 rods, more or less, to the true point of beginning.

Section 28: Commencing at a point that is 1248.75 feet South and 1248 feet East of the Northwest corner of said Section 28, and running thence North 1006.5 feet, more or less, to the Eldon D. Kingsford property line; thence West along property line 231.5 feet; thence South 355.5 feet; thence West 57.75 feet; thence South 650.0 feet, more or less, to a point that is 428 feet, more or less, West of the point of beginning; thence East 523 feet, more or less, to the point of beginning.

Section 29: Commencing at a point that is 877.3 feet West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 660 feet, more or less, thence North 1468.5 feet, more or less, thence East in line with City Survey 676.5 feet, more or less, thence South in line with City Survey 1452 feet, more or less, to the place of beginning.

ALSO, beginning at the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 877.5 feet; thence North 1019.5 feet; thence East 874.5 feet, more or less, thence South 987.5 feet, more or less, to the Southeast corner of the Northeast Quarter and the place of beginning.

ALSO, commencing at a point that is 428 feet West and 907.5 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence West 330 feet; thence North 330 feet; thence East 330 feet; thence South 330 feet to the place of beginning, and further described as Lots 2 and 3 in Block 2 of Franklin Village, as shown on the official plat of said Franklin Village, now on file in the office of the County Recorder of Franklin County, Idaho.

(Continued)

ALSO, commencing at a point that is 770 feet West and 511 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence South 50 feet; thence East 100 feet; thence North 50 feet; thence West 100 feet to the place of beginning.

ALSO, commencing 61 rods 16 links North of a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence North in a line with City Survey 42 rods and 10 links; thence East 14 rods 23 links; thence South 46 rods 6 links, more or less; thence Westerly 15 rods 11 links, more or less, to the place of beginning.

Together with twenty (20) shares of the Cub River Irrigation Company stock.

Together with 437 shares of the Franklin Maple Creek Pioneer Irrigation Company Stock.

Together with a 3/8 mile, 6" buried main line located in Sections 17 and 20 described above, a 15 H.P. submerged culinary pump located in Section 20 described above, and a 3/8 mile, 8" buried main line located on Sections 28 and 29, described above.

This Deed is subject to a Joint Use Agreement dated the 29th day of September, 1989 and recorded as Microfilm Instrument No. 180394 in the records of Franklin County, Idaho.

NTF-1743
ROBERT HOBBS
4018 SOUTH PARKINSON ROAD
FRANKLIN, ID 83237

229186 1-2

Recorded at the request of

NORTHERN TITLE

a.m. MAR 11 2005 p.m. 2:50

V. ELLIOTT LARSEN, RECORDER
By Shauna Goides Deputy
FRANKLIN COUNTY, IDAHO

CORRECTING WARRANTY DEED

KENDRICK O. MORRISON and BETTY A. MORRISON, HUSBAND AND WIFE, Grantor(s) of FRANKLIN, County of FRANKLIN, State of ID, hereby **CONVEY AND WARRANT** to ROBERT HOBBS and KIMBERLY HOBBS, HUSBAND AND WIFE, Grantee(s) of FRANKLIN, County of FRANKLIN, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of Idaho:

See Attached Exhibit "A"

***THIS IS TO CORRECT THE LEGAL DESCRIPTION OF WARRANTY DEED INSTRUMENT
NUMBER 219226 RECORDED ON OCTOBER 31, 2002***

Subject to easements, restrictions and rights of way of record, and taxes for the year 2002 and thereafter.

Witness, the hand(s) of said Grantor(s), this MARCH 11, 2005.


KENDRICK O. MORRISON

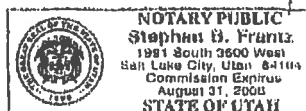

BETTY A. MORRISON

State of)
County of)

On MARCH 11, 2005, personally appeared before me KENDRICK O. MORRISON and BETTY A. MORRISON the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Residing:
Expires:

Notary Public



"EXHIBIT A"

TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO
SECTION 20: BEGINNING AT THE POINT OF THE INTERSECTION OF FIELD STREET WITH THE
YELLOWSTONE HIGHWAY, SAID POINT OF INTERSECTION BEING APPROXIMATELY 1125 FEET EAST
AND 370 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 20, AND RUNNING THENCE SOUTH
11°53' EAST ALONG THE EAST LINE OF OLD YELLOWSTONE HIGHWAY 1657 FEET; THENCE SOUTH 9°55'
EAST ALONG SAID EAST LINE OF SAID HIGHWAY 238 FEET; THENCE SOUTH 43°30' EAST ALONG SAID
EAST LINE OF SAID HIGHWAY 30 FEET; THENCE NORTH 46°30' EAST 100 FEET; THENCE SOUTH 43°30'
EAST 320 FEET; THENCE NORTH 46°30' EAST 348.3 FEET; THENCE NORTH 14°15' WEST 341 FEET;
THENCE NORTH 79°00' EAST 205.97 FEET TO THE WEST RIGHT OF WAY LINE OF THE OREGON SHORT
LINE RAILROAD; THENCE NORTH 11°49'30" WEST ALONG THE WEST LINE OF SAID RIGHT OF WAY
1481.05 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF FIELD STREET; THENCE WEST
ALONG THE SOUTH BOUNDARY LINE OF SAID STREET 628 FEET TO THE PLACE OF BEGINNING.

ALSO, COMMENCING AT A POINT ON THE WEST SIDE OF THE STATE HIGHWAY, WHICH POINT IS 317
FEET WEST OF THE NORTH QUARTER CORNER OF SECTION 20, AND RUNNING THENCE SOUTH 25°03'
EAST 535 FEET ALONG THE WEST SIDE OF THE STATE HIGHWAY TO A POINT APPROXIMATELY 500
FEET SOUTH AND 45 FEET WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 20; THENCE
WEST 700 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF THE OREGON SHORT LINE
RAILROAD; THENCE NORTHWESTERLY ALONG SAID RAILROAD RIGHT OF WAY TO A POINT 627 FEET,
MORE OR LESS, WEST OF THE PLACE OF BEGINNING; THENCE EAST 627 FEET, MORE OR LESS, TO THE
PLACE OF BEGINNING.

ALSO, COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, AND RUNNING THENCE
SOUTH 70°44'31" WEST 1634.46 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE OLD
YELLOWSTONE HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 8°36'40" EAST 162.36
FEET ALONG THE WEST RIGHT OF WAY LINE OF THE OLD YELLOWSTONE HIGHWAY; THENCE SOUTH
82°50'09" WEST 112.42 FEET; THENCE NORTH 8°36'40" WEST 162.36 FEET; THENCE NORTH 82°50'09" EAST
112.42 FEET TO THE TRUE POINT OF BEGINNING.

ALSO INCLUDING: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, AND RUNNING
THENCE SOUTH 66°21'13" WEST 907.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH
86°59'03" WEST 339.29 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF FIELD STREET; THENCE
SOUTH 5°22'03" EAST 1064.30 FEET; THENCE SOUTH 82°41'40" WEST 100.43 FEET; THENCE SOUTH
0°38'33" EAST 102.57 FEET; THENCE SOUTH 37°39'08" WEST 137.39 FEET; THENCE NORTH 90°00' WEST
81.40 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF YELLOWSTONE HIGHWAY; THENCE
SOUTH 11°53' EAST ALONG EAST RIGHT OF WAY LINE OF YELLOWSTONE HIGHWAY 610 FEET, MORE
OR LESS, THENCE SOUTH 43°30' EAST ALONG EAST LINE OF SAID HIGHWAY 30 FEET TO THE WILLIAM
L. HOBBS PROPERTY LINE; THENCE NORTH 46°30' EAST 100 FEET; THENCE SOUTH 43°30' EAST 320
FEET; THENCE NORTH 46°30' EAST 348.3 FEET; THENCE NORTH 14°15' WEST 341 FEET; THENCE NORTH
79°00' EAST 205.97 FEET TO THE OREGON SHORT LINE RAILROAD RIGHT OF WAY; THENCE NORTH
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ALSO INCLUDING: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, AND RUNNING
SOUTH 51°22'14" WEST 1650.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 11°53' EAST
160.00 FEET; THENCE SOUTH 79°07' WEST 115.00 FEET TO THE EAST RIGHT OF WAY LINE OF
YELLOWSTONE HIGHWAY; THENCE NORTH 11°53' WEST 160 FEET ALONG SAID HIGHWAY; THENCE
NORTH 79°07' EAST 115.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO INCLUDING:

A PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 40 EAST, OF THE
BOISE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF SECTION 20 AND RUNNING SOUTH 1522.90 FEET AND WEST 1111.00 FEET
TO THE TRUE POINT OF BEGINNING. THENCE NORTH 90°00' WEST 58 FEET; THENCE SOUTH 37°37'08"
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NORTH 90°00' EAST 169.40 FEET; THENCE NORTH 00°03'04" EAST 363.25 FEET TO THE TRUE POINT OF
BEGINNING.

NTF-1743

When recorded mail to:
NORTHERN TITLE COMPANY
96 SOUTH STATE STREET
PRESTON, IDAHO 83263

230246 1-7

Recorded at the request of
Northern Title.

10:30
a.m. JUN 22 2005 p.m.

V. ELLIOTT LARSEN, RECORDER
By Shawn Gjeddes Deputy
FRANKLIN COUNTY, IDAHO

AFFIDAVIT OF CORRECTION

Comes now the undersigned Doak E. Tuller and being on oath first duly deposes and says:

1. That I am a citizen of the United States of legal age and capacity, and competent to make this affidavit.
2. That I am a Title Officer at Northern Title Company of Idaho.
3. That the purpose of this affidavit is to amend the: CORRECTING WARRANTY DEED TO ROBERT HOBBS AND KIMBERLY HOBBS, HUSBAND AND WIFE, RECORDED ON MARCH 11, 2005 UNDER DOCUMENT NO. 229186, FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTIONS.
4. That the correct LEGAL DESCRIPTION SHOULD HAVE BEEN AS FOLLOWS:

Legal description: SEE ATTACHED "EXHIBIT A"

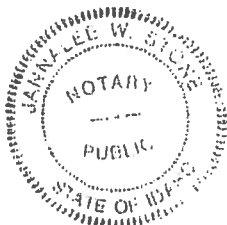
State of Idaho }
County of Franklin } ss:

Doak E. Tuller
Doak E. Tuller

On the 21st day of June, 2005, personally appeared before me Doak E. Tuller the signer of the within instrument, who duly acknowledged to me that he executed the same.

Shawn Gjeddes
Notary Public

Residing: Preston, Id.
Expires: 05-01-09



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BEGINNING.

226695 12

Recorded at the request of
NORTHERN TITLE

NTF-2599
ROBERT J. HOBBS
4018 SOUTH PARKINSON RD
FRANKLIN, ID 83237

2:40
a.m. JUL 01 2004 p.m.

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

OPAL PARKINSON, Grantor(s) of FRANKLIN, County of FRANKLIN, State of ID, hereby
CONVEY AND WARRANT to ROBERT J. HOBBS and KEN D. HOBBS, Grantee(s) of
FRANKLIN, County of FRANKLIN, State of ID for the sum of TEN DOLLARS AND OTHER
GOOD AND VALUABLE CONSIDERATION, the following described tract of land in
FRANKLIN County, State of Idaho:

SEE ATTACHED EXHIBIT A

Subject to easements, restrictions and rights of way of record, and taxes for the year 2004 and
thereafter.

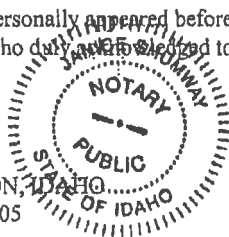
Witness, the hand(s) of said Grantor(s), this June 30, 2004.

Opal Parkinson
OPAL PARKINSON

State of IDAHO)
County of FRANKLIN)

On June 30, 2004, personally appeared before me OPAL PARKINSON the signer(s) of the
within instrument, who duly acknowledged to me that she executed the same.

Residing: PRESTON, IDAHO
Expires: 03/12/2005



Janice M. Mumford
Notary Public

226695 22

EXHIBIT "A"

NTF-2599

PARCEL A: COMMENCING AT A POINT WHICH IS 1400 FEET NORTH AND 511 FEET EAST FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, AND RUNNING THENCE NORTH 140 FEET, THENCE WEST 235 FEET, THENCE NORTH 19°21' WEST 210 FEET, THENCE NORTH 46° WEST 88 FEET, THENCE NORTH 16°31' WEST 3138 FEET ALONG THE EAST SIDE OF THE OREGON SHORT LINE RAILWAY RIGHT OF WAY THENCE NORTH 89°32' EAST 700 FEET MORE OR LESS TO THE WEST SIDE OF THE STATE HIGHWAY, THENCE FOLLOWING THE WEST SIDE OF STATE HIGHWAY TO THE INTERSECTION OF THE NORTH BOUNDARY LINE OF THE OLD HIGHWAY, THENCE WEST 460 FEET, THENCE SOUTH 400 FEET, THENCE WEST 75 FEET TO THE PLACE OF BEGINNING. (2932.00)

EXCEPTING THEREFROM: COMMENCING AT A POINT WHICH IS 1540 FEET NORTH AND 276 FEET EAST AND NORTH 19°21' WEST 210 FEET; THENCE NORTH 46° WEST 88 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, THENCE NORTH 16°31' WEST 1250 FEET, MORE OR LESS, TO THE NORTH SIDE OF OLD MILL RACE; RUNNING THENCE NORTHEASTERLY ALONG CUB RIVER TO THE U.S. HIGHWAY 91; THENCE SOUTHEAST ALONG SAID HIGHWAY 130 RODS TO THE OLD U.S. HIGHWAY, RIGHT OF WAY; THENCE WEST 54 RODS, MORE OR LESS TO THE PLACE OF BEGINNING.

LESS;

PARCEL NO. 10, PARCEL ID NO. 0042172, ACCORDING TO THE RIGHT OF WAY PLAT OF PROJECT NO. STP-1490(106) FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF FRANKLIN COUNTY, IDAHO, ON THE 4TH DAY OF AUGUST, 2003 UNDER INSTRUMENT NUMBER 222806; BEING A PORTION OF THE NW ¼ AND THE NE ¼ OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IDAHO.

C. P.

240571 1-2

Recorded at the request of
Ken D Hobbs

 a.m. FEB 11 2008 p.m. 3:33

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

QUITCLAIM DEED

FOR VALUE RECEIVED

KEN D. HOBBS and SHARON HOBBS, husband and wife,

do hereby convey, release, remise and forever quit claim unto

**The STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO
TRANSPORTATION BOARD,**

whose current address is: **3311 West State Street, Boise, Idaho 83703**

the following described premises, in Franklin County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

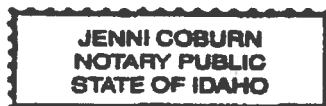
DATED: 2/11/08

Ken D Hobbs
KEN D. HOBBS

Sharon Hobbs
SHARON HOBBS

STATE OF IDAHO)
)ss.
County of Franklin)

On this 11th day of February, 2008, before, me the undersigned, a Notary Public in and for said State, personally appeared **KEN D. HOBBS and SHARON HOBBS**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Jenni Coburn
NOTARY PUBLIC for State of Idaho
Residing at: Preston, ID
Comm. Expires: 2/27/2012

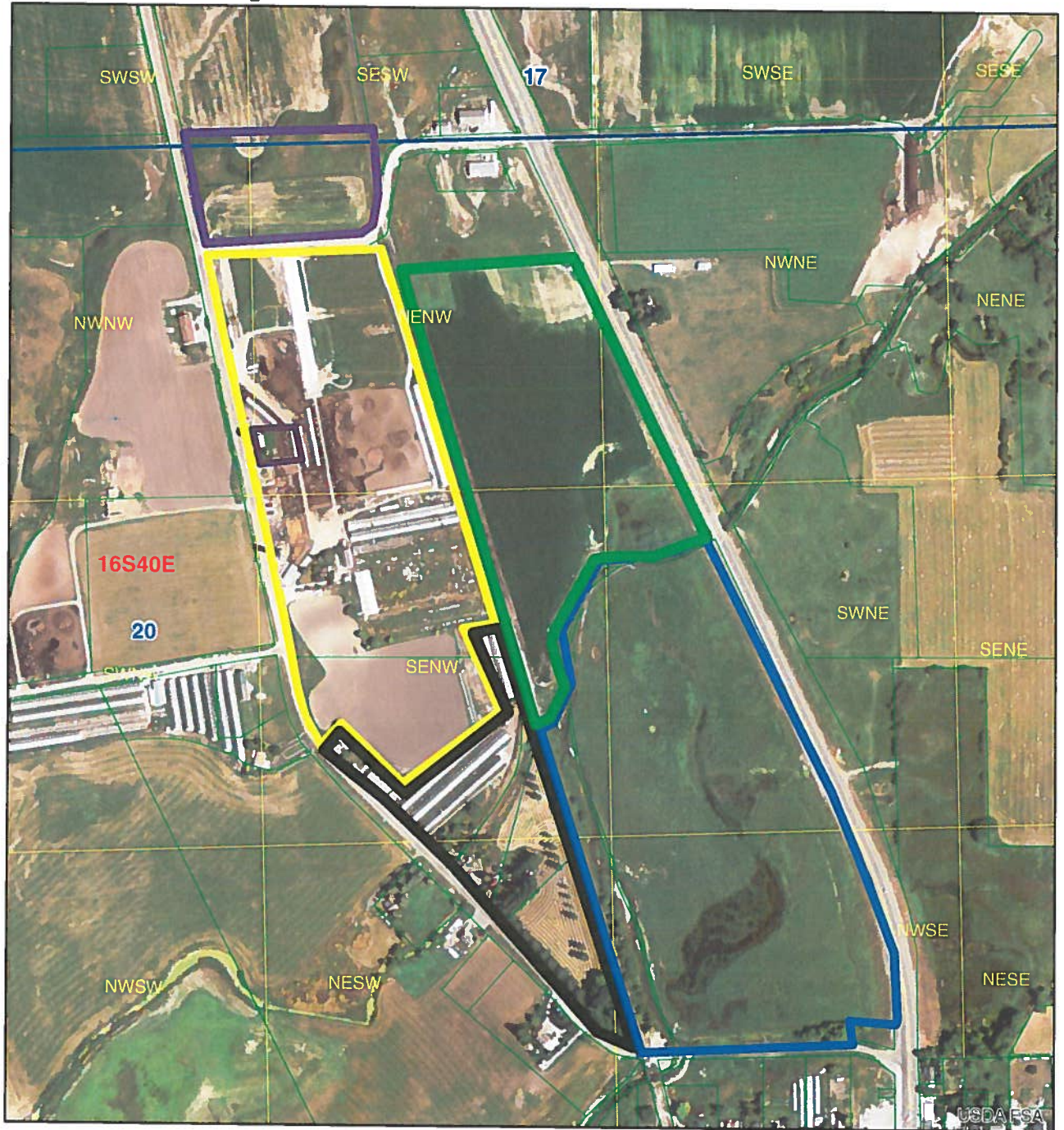
240571 2.2

EXHIBIT "A"

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 20: Commencing at a point which is 1540 feet North and 276 feet East and North 19°21' West 210 feet and North 46° West 88 feet from the South Quarter corner of Section 20, the TRUE POINT OF BEGINNING; thence North 16°31' West 1250 feet, more or less, to North side of Old Mill Race, running thence Northeasterly along Cub River to U.S. Highway 91; thence Southeasterly along said Highway 130 rods to old U.S. Highway right-of-way; thence West 54 rods, more or less, to the true point of beginning.

Idaho Department of Water Resources

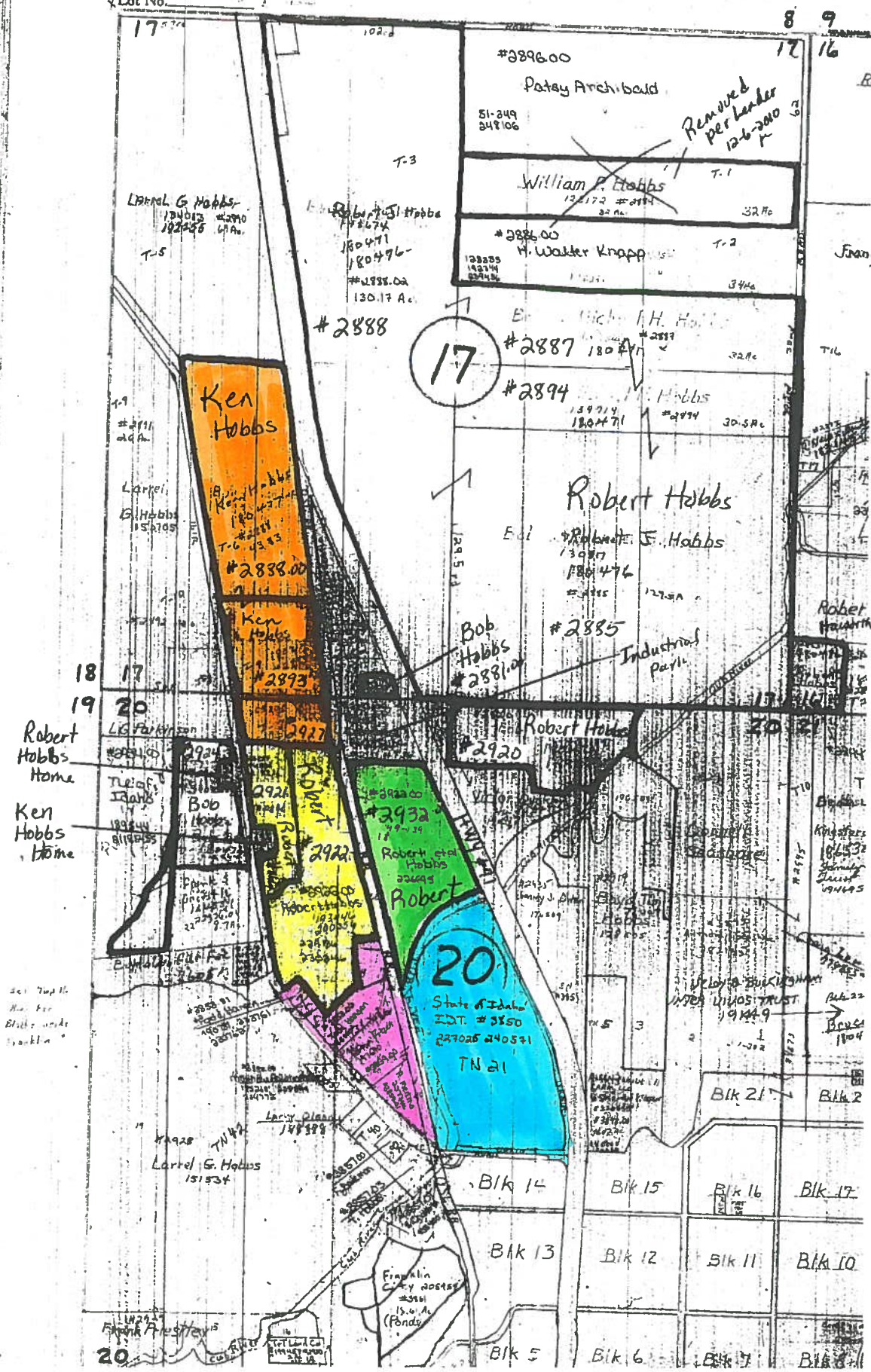


Legend

-  Taxlots
-  Township/Range
-  Sections
-  QQ

-  Unknown
-  Robert Hobbs
-  Robert & Ken Hobbs
-  Ken Hobbs
-  State of Idaho

Township No.



Larrel

G. Hobbs
156705

Kenn Hov
180,477
#2874
T-6 43.83

Robert J Hobbs
130817
180 476
#2875 129.54

8 17
7 20

L.G. Parkinson

#2884.00

TLC OF
IDAHOS

189544
21185455

Frank S
Priestley

B. Hobbs, Fair Fax
#2865

#2853.01
Todd Hansen
190781, 233761
233762

#2855.00
M. Hobbs
185265, 228599
224772

#2928 TN 42
Larrel G. Hobbs
151534

#2927
Frank Priestley
20

Kenn Hov
180,477
#2875
T-9 14.5A

T-7 #2927

#2923.00
Hobbs
Industrial
Park Subd.
T-36

Rental Hall

Robert Hobbs
193446
200556

2926
20046

#2853.00
Todd Hansen
190781, 233761
233762

#2857.00
Franklin
T-103

Franklin
City 208455
#3861
15.6 A.
(Fonds)

#2920

Robert Hobbs
180471
180476

Victor Dunkley

#2925
Carmy J. Hobbs
190781

#2919
Boyd Tim
Hobbs

Donnell
Seashore

#3847
Anthony Seash
182145

Veloy B Bu
INTER VIVOS
19144

20

State of Idaho
IDT. #3850
227025 240571

TN 21

DISEN-FAMILY
FARM, LLC
% SHERMAN F. DISEN
#228555

#3848.00
16.12 AC
64 dec 190436

Blk 2

Blk 14

Blk 15

Blk 13

Blk 12

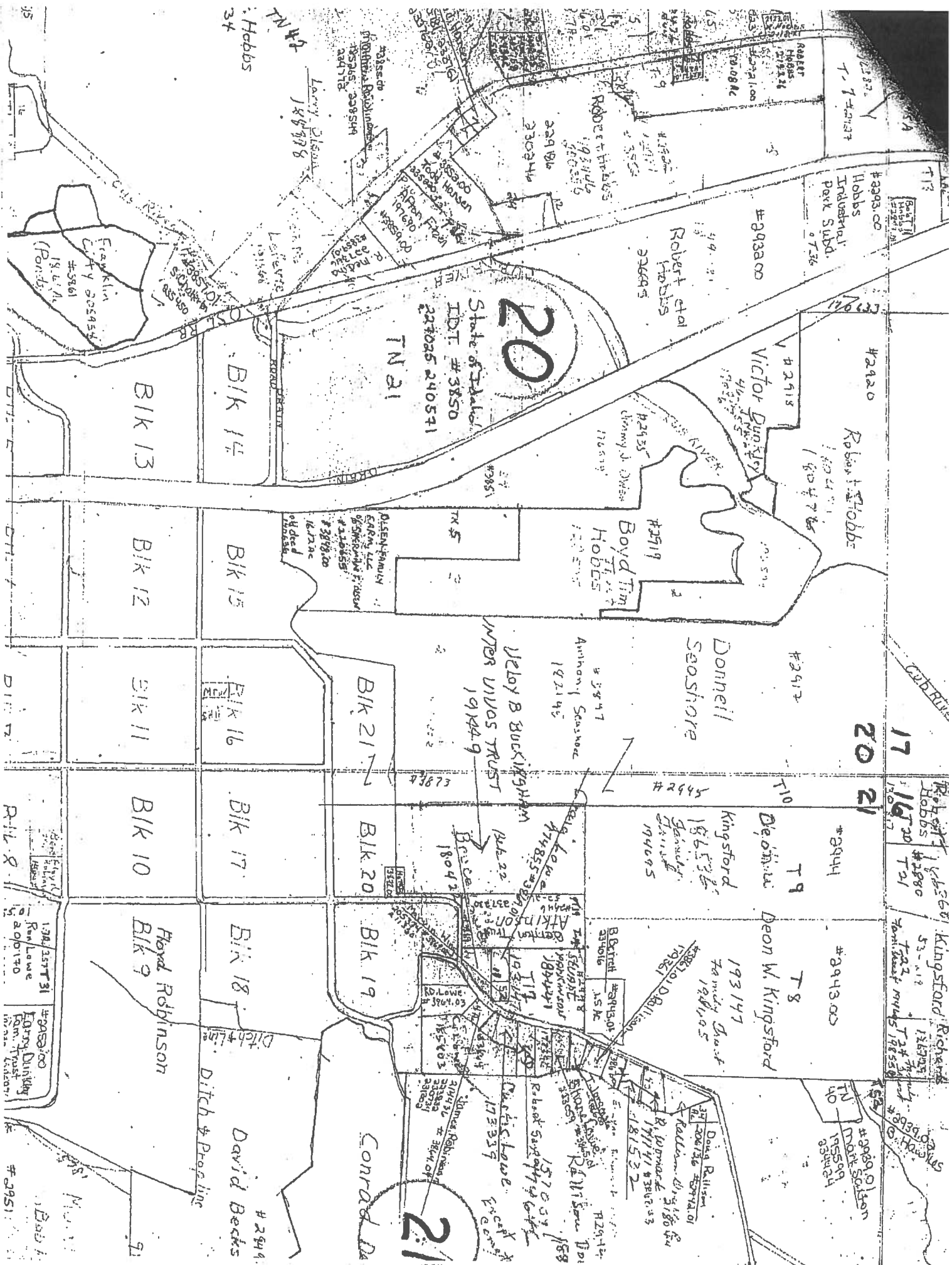
Blk 11

Blk 5

Blk 6

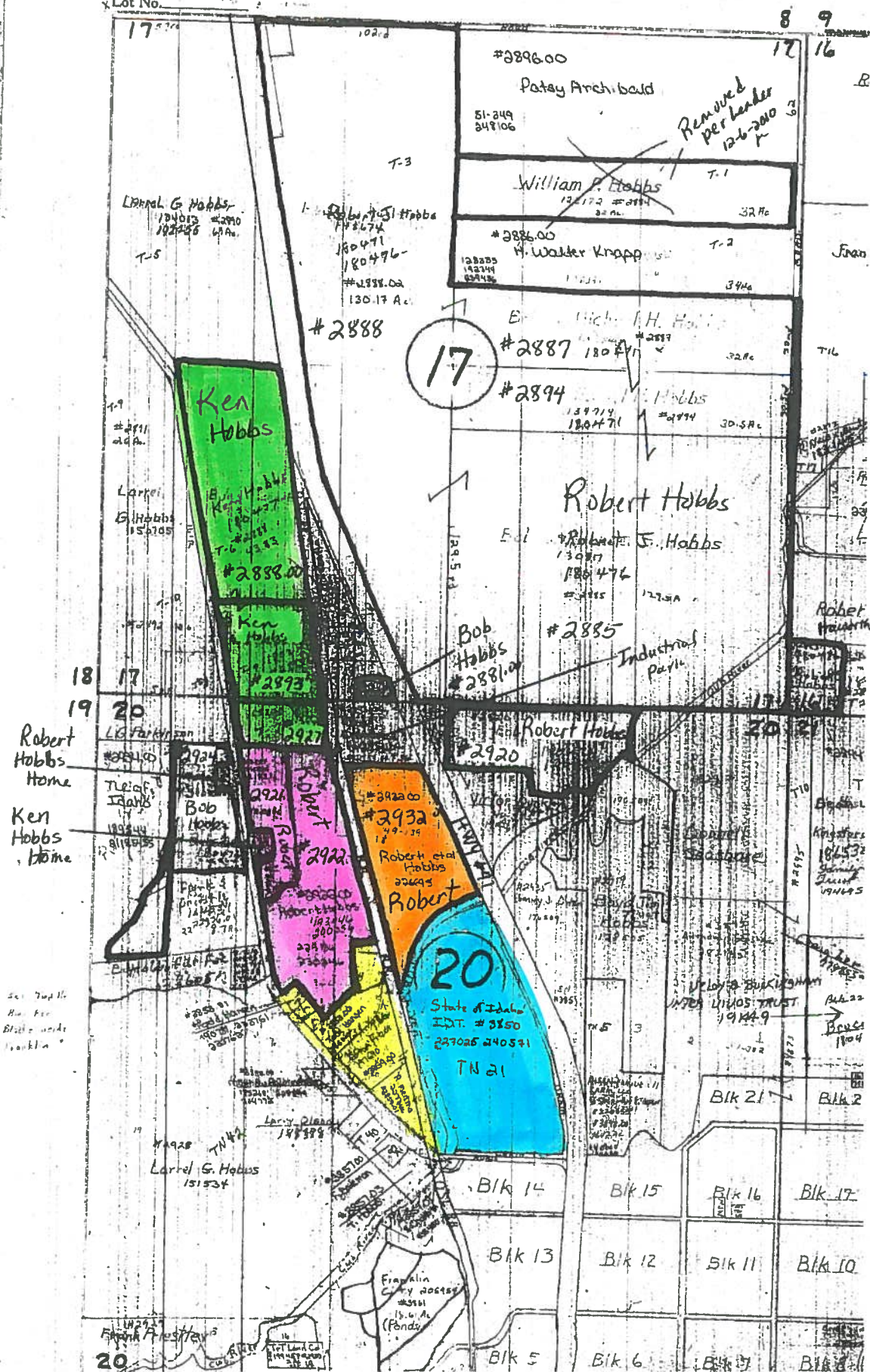
Blk 7

2
2



Township No.

Lot No.



251103 1-21

Recorded at the request of

First American

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

— a.m. JAN 27 2011 p.m. 4:30

SHAUNA T. GEDDES, RECORDER
By C. Kane Deputy
FRANKLIN COUNTY, IDAHO

Space above this line for Recorder's Use
329305-PR

Real Estate Term Loan

Term Loan: 10085800tc

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Franklin County, Idaho)

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

This mortgage is dated as of January 27, 2011. It is by ROBERT J. HOBBS ("Robert J. Hobbs") and KIMBERLY A. HOBBS ("Kimberly A. Hobbs"), husband and wife and KEN D. HOBBS ("Ken D. Hobbs") and SHARON HOBBS ("Sharon Hobbs"), husband and wife (Robert J. Hobbs and Kimberly A. Hobbs and Ken D. Hobbs and Sharon Hobbs are herein individually and collectively, "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 a loan in the original principal sum of \$2,100,000.00 to Grantor under the terms and conditions of the Credit Agreement between Grantor 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.

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 Franklin 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 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 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"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on

the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (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) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B; (n) 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 (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) 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, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) 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"); (q) 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"); (r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (s) all other real or personal property described in EXHIBIT B; (t) 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 (u) 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 the Term Loan Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$2,100,000.00 (the "Note") and (i) all other indebtedness, liabilities and obligations of Grantor to Lender arising pursuant to any of the Loan 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 Grantor to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., 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 Grantor 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 Loan Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Loan 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 future 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, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$2,100,000.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (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 in any amount.

3. **Note Maturity Date.** The Note matures on July 1, 2026.

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 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.

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 Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty 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) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) 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; (j) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (l) 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; (m) there

has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) 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; (o) Grantor is not the subject of any Judgment; (p) 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; (q) 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; (r) 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; (s) 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"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) 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; (v) 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 (w) 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.** Grantor 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 Loan 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 (with any applicable Prepayment Consideration, if any) 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. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary 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 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 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 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 (e) if Grantor 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; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially 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; (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; and 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.

20. **Sales of Property.** Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty 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 Personalty 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. 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, Beneficiary 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 appraisalment, 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, appraisalment, 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, 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, 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. **Waiver of Marshalling.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

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. Any individual signing this mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this mortgage.

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 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.

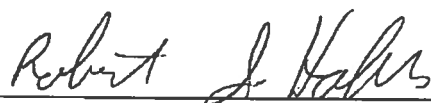
40. WAIVER OF TRIAL BY JURY. GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES 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 SECURED 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:
4018 S. Parkinson Rd
Franklin, Idaho 83237


ROBERT J. HOBBS, Individually

25110311-21

Address for notices:

4018 S. Parkinson Rd
Franklin, Idaho 83237


KIMBERLY A. HOBBS, Individually

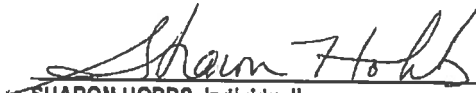
Address for notices:

4018 S. Parkinson Rd
Franklin, Idaho 83237


KEN D. HOBBS, Individually

Address for notices:

4018 S. Parkinson Rd
Franklin, Idaho 83237


SHARON HOBBS, Individually

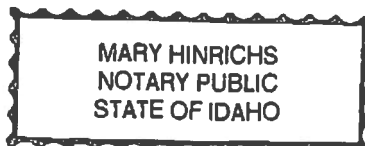
STATE OF IDAHO)

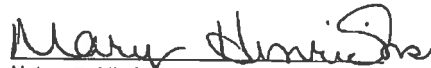
COUNTY OF Franklin) SS:

On this 27th day of January, 2011, before me, the undersigned Notary Public in and for said state, personally appeared Robert J. Hobbs, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)




Notary Public for Idaho
Residing at Preston, Idaho
My commission expires 6/16/2014

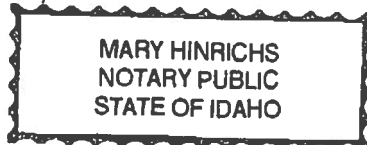
251103/2-21

STATE OF IDAHO)
COUNTY OF Franklin) SS:

On this 27th day of January, 2011, before me, the undersigned Notary Public in and for said state, personally appeared Kimberly A. Hobbs, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)



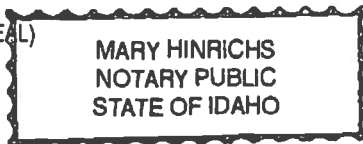
Mary Hinrichs
Notary Public for Idaho
Residing at Preston, Idaho
My commission expires 6/16/2014

STATE OF IDAHO)
COUNTY OF Franklin) SS:

On this 27th day of January, 2011, before me, the undersigned Notary Public in and for said state, personally appeared Ken D. Hobbs, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)



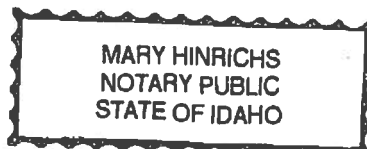
Mary Hinrichs
Notary Public for Idaho
Residing at Preston, Idaho
My commission expires 6/16/2014

STATE OF IDAHO)
COUNTY OF Franklin) SS:

On this 27th day of January, 2011, before me, the undersigned Notary Public in and for said state, personally appeared Sharon Hobbs, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)



Mary Hinrichs
Notary Public for Idaho
Residing at Preston, Idaho
My commission expires 6/16/2014

Real Estate Term Loan
Deed of Trust, Assignment of Rents and Security Agreement

251103 13-21

EXHIBIT A

Real Estate Term Loan
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Franklin County, Idaho

PARCEL 1

(WD 180477; Parcel RP02808.02)

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.
Section 8: Beginning at the South Quarter corner of said Section 8, and running thence North 2293.5 feet, more or less, to a point that is 346.5 feet South of the center of said Section 8; thence West 749.75 feet; thence South 780.6 feet; thence West 604.85 feet; thence North 1127.10 feet to the centerline of said Section 8; thence West 625.4 feet, more or less, to the East right-of-way line of U.S. Highway 91; thence South 7° 44' East 2695 feet, more or less, to the South line of said Section 8; thence East 1621 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the Southwest Quarter of said Section 8 and running thence North 1° 23' West 670.5 feet to the TRUE POINT OF BEGINNING; thence West 106 feet; thence North 1° 23' West 208.7 feet; thence East 106 feet; thence South 1° 23' East 208.7 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: That portion of the Southwest Quarter of said Section 8 lying within the rights of way of the County roads running along the East side and the South side of said Southwest Quarter of said Section 8.

ALSO EXCEPTING THEREFROM: (Brett Hansen #211397) Beginning at the South Quarter corner of said Section 8, thence North 139 rods, more or less, to a point 21 rods South of the Center of said Section 8, said point being the True Point of Beginning; thence West 749.75 feet thence South 465 feet; thence East 749.75 feet; thence North 465 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Lots 1, 2, & 3 of the Ken Hobbs Subdivision as recorded March 25, 2002 as Instrument No. 216674.

ALSO EXCEPTING THEREFROM: Lot 4 of the Ken Hobbs Subdivision, Phase 2 as recorded August 10, 2004 as Instrument No. 227108.

ALSO EXCEPTING THEREFROM: Parcel No. 13, Parcel ID No. 0042175, (WD 224597 recorded December 22, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 08, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO INCLUDING:

(QCD 248444; Parcels RP02923.00 and RP02924.00)

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Beginning at a point on the West side of the Old Yellowstone Highway, said point being the Northeast corner of the Franklin Village Square, situated in the Northwest Quarter of Section

25110314-21

20, Township 16 South, Range 40 East of the Boise Meridian, and running thence North 11° 18' West along the West side of the aforesaid highway 1018 feet; thence West 412 feet, more or less, thence due South 1003 feet to Northwest corner of the Franklin Village Square; thence South 89° 38' East 576 feet to the POINT OF BEGINNING.

ALSO, Beginning at a point on the North side of the County Road at the Southwest corner of the Franklin Village Square (above mentioned), and running thence Southwesterly 478.5 feet, more or less, along the North side of said road to a fence corner on the East side of the Doney Slough; thence Northeasterly following the meanderings of a permanent fence along the Easterly side of said slough to a point where said fence intersects a line running due North from the POINT OF BEGINNING; thence running due South to the POINT OF BEGINNING.

EXCEPTING THEREFROM: (Robert.s Home) Commencing at the North Quarter corner of Section 20, and running thence South 70° 44'31" West 1634.46 feet, more or less, to the West right-of-way line of the Old Yellowstone Highway and the TRUE POINT OF BEGINNING; thence South 8° 36'40" East 162.36 feet along the West right-of-way line of the Old Yellowstone Highway; thence South 82° 50'09" West 112.42 feet; thence North 8° 36'40" West 162.36 feet; thence North 82° 50'09" East 112.42 feet to the TRUE POINT OF BEGINNING.

(WD 180477; Parcels RP02888.00, RP02893.00)
Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Sections 17 and 20: Commencing at a point 528 feet East of the Northwest corner of the Southwest Quarter of said Section 17, said point being on the East right-of-way line of the Old Yellowstone Highway, and running thence South 11° 53' East along said right-of-way line 3026.5 feet, more or less, to the point of intersection of the North right-of-way line of Field Street with the East right-of-way line of the Old Yellowstone Highway, said point of intersection being approximately 1125 feet East and 370 feet South of the Northwest corner of said Section 20; thence East 628 feet, more or less, to the West right-of-way line of the Oregon Short Line Railroad; thence Northwesterly along the said West right-of-way line of the Oregon Short Line Railroad 3000.0 feet, more or less, to the point at which said right-of-way line crosses the North line of the Southwest Quarter of said Section 17; thence West to the POINT OF BEGINNING.

ALSO INCLUDING: Commencing at the point of intersection of the West right-of-way line of U.S. Highway 91 with the South line of said Section 17, said point of intersection being approximately 317 feet West of the South Quarter corner of said Section 17, and running thence Northwesterly along said West right-of-way line 1950 feet, more or less, to a point at which the said West right-of-way line meets the East right-of-way line of the Oregon Short Line Railroad; thence Southwesterly along said East right-of-way line to the point at which said East right-of-way line crosses the South line of said Section 17; thence East 675 feet, more or less, to the POINT OF BEGINNING.

ALSO INCLUDING: (WD248444; Parcel RP02888.01)
Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 17: Commencing at the Southeast corner of the Southwest quarter of Section 17 and running West 265.00 feet to the West right-of-way line of U.S. Highway #91 to the True Point of Beginning; thence South 89° 15. West 242.91 feet; thence North 02° 15. West 132.80 feet; thence North 86° 26. 11. East 182.76 feet to the West right-of-way line of U.S.

251103/5-21

#91; thence South 25° 0. East 155.44 feet along said line to the True Point of Beginning.

EXCEPTING: Parcel No. 6, Parcel ID No. 0042182, (WD 224599 recorded Dec. 12, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorded of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 17, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO EXCEPTING: (Delos Bennett WD 215675)

A parcel of land located in the Southwest Quarter of Section 17, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho and more particularly described as

follows:

Commencing at the Southeast corner of said Section 17, from which the Northeast corner of Section 17 bears North 00° 15' 59" West 5299.96 feet; thence West 3026.07 feet to the Westerly right of way line of Highway 91 (F.A.P. F.A.G.H. 36-A); thence North 24° 07' 49" West 331.20 feet along said right of way line to a 5/8" rebar and cap labeled "Brian Allen, PLS 9163", the True Point of Beginning; thence West 371.48 feet to a 5/8" rebar and cap set on the Easterly right of way line of the Oregon Short Line Railroad; thence North 08° 25' 44" West 265.14 feet along said railroad right of way to a 5/8" rebar and cap; thence East 292.85 feet to a 5/8" rebar and cap set on the Westerly right of way line of said highway; thence South 24° 07' 49" East 287.39 feet along said right of way line to The True Point of Beginning.

ALSO EXCEPTING: (WD 226821 Fitzgerald)

A parcel of land located in the Southwest quarter of Section 17, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows: Commencing at the Southeast corner of said Section 17, from which the Northeast corner of Section 17 bears North 00° 15. 59. West;

Thence North 00° 15. 59. West 564.54 feet;

Thence West 3276.11 feet to a 5/8. rebar and cap (PLS 9163) set at the Northeast corner of the parcel of land described in instrument number 215675, as recorded in the official records of Franklin County, said point being on the westerly right of way line of Highway 91, as depicted on record of survey instrument number 222806, and being the Point of Beginning, Thence West 292.91 feet along the North boundary of said parcel to a 5/8. rebar and cap (PLS 9163) set at the Northwest corner thereof, said point being on the easterly right of way line of the Union Pacific Railroad;

Thence North 08° 25. 44. West 1006.49 feet along said railroad right of way line to a 5/8. rebar and cap (PLS 9163) set at said westerly right of way line of Highway #91, said point being on a 2689.67 foot radius non-tangent curve concave to the Northeast, whose center bears North 68° 59. 40. East;

Thence along said highway right of way the following three (3) courses:

Thence southeasterly along said curve through a central angle of 03° 07. 47. a distance of 146.92 feet to the point of tangency (chord = South 22° 34.14. East 146.90 feet);

Thence South 24° 08. 07. East 747.80 feet to the beginning of a 16339.17 foot radius curve concave to the Southwest:

Thence Southeasterly along said curve through a central angle of 00° 40. 49. a distance of 194.03 feet to the Point of Beginning (chord South 23° 47. 43. East 194.03 feet);

ALSO EXCEPTING: Parcel No. 14, Parcel ID No. 0042176, (WD 224593 recorded December 22, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorded of Franklin County, Idaho on the 4th day of August, 2003

251103 16-21

under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 17, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO EXCEPTING: (WD 240571 to State of Idaho) Commencing at a point which is 1540 feet North and 276 feet East and North 19° 21' West 210 feet and North 46° West 88 feet from the South Quarter corner of Section 20, the TRUE POINT OF BEGINNING; thence North 16° 31' West 1250 feet, more or less, to North side of Old Mill Race; running thence Northeasterly along Cub River to U.S. Highway 91, thence Southeasterly along said Highway 130 rods to Old U.S. Highway right-of-way; thence West 54 rods, more or less, to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING: Parcel No. 07, Parcel ID No. 0042169, (WD 224615 recorded December 22, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 20, Township 16 South, Range 40 East, Boise Meridian, Idaho.

SECTION 28: (WD 180477; Parcel RP02992.00) Commencing at a point that is 1278.75 feet South and 1248 feet East of the Northwest corner of said Section 28, and running thence North 1006.5 feet, more or less, to the Eldon D. Kingsford property line; thence West along property line 431.5 feet; thence South 355.5 feet; thence West 57.75 feet; thence Southerly 650.5 feet, more or less, to a point that is 528 feet, more or less, West of the POINT OF BEGINNING; thence East 528 feet, more or less, to the POINT OF BEGINNING.

SECTION 29: (WD 180477; Parcel 3018.00) Commencing at a point that is 877.8 feet West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 660 feet, more or less, thence North 1468.5 feet, more or less, thence East in a line with City Survey 676.5 feet, more or less, thence South in line with City Survey 1452 feet, more or less, to the place of beginning.

ALSO INCLUDING: Beginning at the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 877.5 feet; thence North 1019.5 feet; thence East 874.5 feet, more or less, thence South 987.5 feet, more or less, to the Southeast corner of the Northeast Quarter and the place of beginning.

ALSO INCLUDING: (Parcel RP03681.00) Commencing at a point that is 429 feet West and 907.5 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence West 330 feet; thence North 330 feet; thence East 330 feet; thence South 330 feet to the place of beginning, and further described as Lots 2 and 3 in Block 2 of Franklin Village as shown on the official plat of said Franklin Village, now on file in the office of the County Recorder of Franklin County, Idaho.

ALSO, Commencing at a point that is 773 feet West and 511 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence South 50 feet; thence East 100 feet; thence North 50 feet; thence West 100 feet to the place of beginning.

ALSO INCLUDING (Parcel RP03882.00), Commencing 61 rods 16 links North of a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence North in a line with City Survey 42 rods and 10 links; thence East 14 rods 23 links; thence South 46 rods 6 links, more or less, thence Westerly 15 rods 11 links, more or less, to the place of beginning.

EXCEPTING THEREFROM: (WD 214724 Rawlinson)

A tract of land being a portion of that parcel of land previously described at instrument No. 140278 in the office of the Franklin County clerk and recorder, also being a portion of Lots 2 and 3, Block 2, of the original plat of the Village of Franklin, said tract lying entirely within the Northeast one-quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, in the City of Franklin, Franklin County, Idaho, and being more particularly described as follows:

Commencing at the NE corner of said Section 29, as filed for record at Instrument No. 196506 in said Franklin County records; thence S31°01'47"W a distance of 858.91 feet to the NW corner of Lot 1, Block 2, of said original plat of the Village of Franklin, being a rebar with cap bearing the P.S. No. 1027, as shown on the record of survey filed at Instrument No. 201528 in said Franklin County records; thence N00°11'20"W along the East line of Lot 3, Block 2, said Franklin Village, a distance of 3.44 feet; thence N89°20'00"W a distance of 222.18 feet to the Point of Beginning; thence S00°40'00"W a distance of 112.84 feet; thence N89°20'00"W a distance of 111.10 feet; thence N00°23'10"E along the East right-of-way line of First East Street a distance of 112.84 feet; thence S89°20'00"E a distance of 111.65 feet to the Point of Beginning.

ALSO EXCEPTING: (WD 214973 Meza)

A Tract of land being all of that parcel of land previously described at Instrument No. 142177, together with a portion of that parcel of land previously described at Instrument No. 140278 in the office of the Franklin County, Clerk and Recorder, also being a portion of Lots 3 and 4, Block 2, of the original plat of the Village of Franklin, said tract lying entirely within the Northeast one-quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, in the City of Franklin, Franklin County, Idaho, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 29, as filed for record at Instrument No. 196506 in said Franklin County records; thence South 31° 01' 47" West a distance of 858.91 feet to the Northwest corner of Lot 1, Block 2, of said original plat of the Village of Franklin, being a rebar with cap bearing the PLS No. 1027, as shown on the record of Survey filed at Instrument No. 201528 in said Franklin County records; thence North 00° 11' 20" East along the East line of Lot 3, Block 2, said Franklin Village, a distance of 105.08 feet to the Point of Beginning; thence North 89° 36' 50" West a distance of 333.48 feet; thence North 00° 23' 10" East along the East right-of-way line of First East Street a distance of 110.00 feet to the Northwest corner of said parcel of land described at Instrument No. 142177; thence along the boundary of said parcel described at Instrument No. 142177 for the following two courses:

- 1.) South 89° 36' 00" East a distance of 100.00 feet;
- 2.) South 00° 23' 10" West a distance of 50.00 feet;

thence South 89° 36' 00" East along the North line of said parcel of land described at Instrument No. 140278 a distance of 233.27 feet; thence South 00° 11' 20" West along said East line of Lot 3 Block 2, a distance of 59.92 feet to The Point of Beginning.

ALSO, EXCEPTING THEREFROM: (WD 212887 Martinez)

A tract of land being a portion of that parcel of land previously described at Instrument No. 140278 in the office of the Franklin County Clerk and Recorder, also being a portion of Lot 3, Block 2, of the original plat of the Village of Franklin, said tract lying entirely within the Northeast one-quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, in the City of Franklin, Franklin County, Idaho, and being more particularly described as follows:

251103 K-21

Commencing at the NE corner of said Section 29, as filed for record at instrument no. 196506 in said Franklin County records; thence South 31°01'47" West a distance of 858.91 feet to the NW corner of Lot 1, Block 2, of said original plat of the Village of Franklin, being a rebar with cap bearing the PLS No. 1027, as shown on the record of Survey filed at instrument no. 201528 in said Franklin County Records; thence North 00°11'20" West along the East line of Lot 3, Block 2, said Franklin Village, a distance of 3.44 feet to the POINT OF BEGINNING; thence North 89°20'00" West a distance of 333.83 feet; thence North 00°23'10" East along the East right-of-way line of First East Street a distance of 100.00 feet; thence South 89°36'50" East a distance of 333.48 feet; thence South 00°11'20" West along said East line of Lot 3, Block 2, a distance of 101.64 feet to the POINT OF BEGINNING.

PARCEL 2

(WD 180476; Parcel RP02883.00)

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

SECTION 16: Beginning at the Southwest corner of the Southwest Quarter of said Section 16, and running thence North 535 feet; thence South 88° 38' East 445 feet, more or less, to a point due North of a point 440 feet due East of the POINT OF BEGINNING; thence South 548 feet, more or less, to a point 440 feet due East of the POINT OF BEGINNING; thence West 440 feet to the POINT OF BEGINNING.

SECTION 17: (WD 180476; Parcels RP02285.00, RP02894.00, RP02887.00 and RP02888.02) Commencing at the North Quarter corner of said Section 17, and running thence West 1621 feet, more or less, to the East right-of-way line of U.S. Highway 91; thence in a Southeasterly direction along the East right-of-way to the point at which said East right-of-way crosses the South line of said Section 17; thence East 2927 feet, more or less, to the Southeast corner of said Section 17, thence North 3168 feet; thence West 2640 feet; thence North 2112 feet to the place of beginning.

EXCEPTING THEREFROM: That portion of the Northwest Quarter of said Section 17 lying within the right-of-way of the County Road; said County Road running along the North line of said Section 17.

ALSO INCLUDING:

(Correcting WD 229186, Parcel RP02922.00 (also covers 2921.00))

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Section 20: Beginning at the point of the intersection of Field Street with the Yellowstone Highway, said point of intersection being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20, and running thence South 11° 53' East along the East line of Old Yellowstone Highway 1657 feet; thence South 9° 55' East along said East line of said Highway 238 feet; thence South 43° 30' East along said East line of said Highway 30 feet; thence North 46° 30' East 100 feet; thence South 43° 30' East 320 feet; thence North 46° 30' East 348.3 feet; thence North 14° 15' West 341 feet; thence North 79° 00' East 205.97 feet to the West right-of-way line of the Oregon Short Line Railroad; thence North 11° 49'30" West along the West line of said right-of-way 1481.05 feet, more or less, to the South boundary line of Field Street; thence West along the South boundary line of said street 628 feet to the place of beginning.

ALSO INCLUDING: (Parcel RP02921.00) Commencing at the North Quarter corner of Section

251103 19-21

20, and running thence South 66° 21' 13" West 907.82 feet to the TRUE POINT OF BEGINNING; thence North 86° 59' 03" West 339.29 feet along the South right-of-way line of Field Street; thence South 5° 22' 03" East 1064.30 feet; thence South 82° 41' 40" West 100.43 feet; thence South 0° 38' 33" East 102.57 feet; thence South 37° 39' 08" West 137.39 feet; thence North 90° 00' West 81.40 feet, more or less, to the East right-of-way line of Yellowstone Highway; thence South 11° 53' East along East right-of-way line of Yellowstone Highway 610 feet, more or less, thence South 43° 30' East along East line of said Highway 30 feet to the William L. Hobbs property line; thence North 46° 30' East 100 feet; thence South 43° 30' East 320 feet; thence North 46° 30' East 348.3 feet; thence North 14° 15' West 341 feet; thence North 79° 00' East 205.97 feet to the Oregon Short Line Railroad right-of-way; thence North 11° 49' 30" West 1481.05 feet, more or less, along said right-of-way to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: (Robert.s Home) Commencing at the North Quarter corner of Section 20, and running thence South 70° 44' 31" West 1634.46 feet, more or less, to the West right of way line of the Old Yellowstone Highway and the TRUE POINT OF BEGINNING; thence South 8° 36' 40" East 162.36 feet along the West right of way line of the Old Yellowstone Highway; thence South 82° 50' 09" West 112.42 feet; thence North 8° 36' 40" West 162.36 feet; thence North 82° 50' 09" East 112.42 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: (WD 212844 to Ken) Commencing at the North Quarter corner of Section 20, and running South 51° 22' 14" West 1650.35 feet to the TRUE POINT OF BEGINNING; thence South 11° 53' East 160.00 feet; thence South 79° 07' West 115.00 feet to the East right-of-way line of Yellowstone Highway; thence North 11° 53' West 160 feet along said Highway; thence North 79° 07' East 115.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: (Rental Home included in parcel 2922.00)
A part of the Northwest quarter of Section 20, Township 16 South, Range 40 East of the Boise Meridian, described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 20 and running South 1522.90 feet and West 1111.00 feet to the True Point of Beginning; thence North 90° 00. West 58 feet; thence South 37° 37. 08. West 137.39 feet; thence North 90° 00. West 81.40 feet to the East right of way line of Old Yellowstone Highway; thence South 11° 53. 00. East 260.00 feet along said line; thence North 90° 00. East 169.40 feet; thence North 00° 03. 04. East 363.25 feet to the True Point of Beginning.

ALSO INCLUDING, (Industrial Park) Commencing at a point on the West side of the State Highway, which point is 317 feet West of the North Quarter corner of Section 20, and running thence South 25° 03' East 535 feet along the West side of the State Highway to a point approximately 500 feet South and 45 feet West from the North Quarter corner of said Section 20; thence West 700 feet, more or less, to the East right-of-way line of the Oregon Short Line Railroad; thence Northwesterly along said Railroad right-of-way to a point 627 feet, more or less, West of the place of beginning; thence East 627 feet, more or less, to the place of beginning.

EXCEPTING: Lots 1, of the Hobbs Industrial Park as disclosed on the surveyed plat recorded February 8, 2006 as Instrument No. 232764, Franklin County, Idaho.

ALSO INCLUDING: (WD 226695; Parcel RP02932.00)

251103 20-21

Parcel A: Commencing at a point which is 1400 feet North and 511 feet East from the South quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence North 140 feet; thence West 235 feet; thence North 19° 21. West 210 feet; thence North 46° West 88 feet; thence North 16° 31. West 3138 feet along the East side of the Oregon Short Line Railway right of way thence North 89° 32. East 700 feet, more or less, to the West side of the State Highway; thence following the West side of state highway to the intersection of the North boundary line of the Old Highway; thence West 460 feet; thence South 400 feet; thence West 75 feet to the Place of Beginning.

EXCEPTING THEREFROM: (QCD 240571 to State of Idaho) Commencing at a point which is 1540 feet North and 276 feet East and North 19° 21. West 210 feet; thence North 46° West 88 feet from the South quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian; thence North 16° 31. West 1250 feet, more or less, to the North side of Old Mill Race; running thence Northeasterly along Cub River to the U.S. Highway 91; thence Southeast along said highway 130 rods to the Old U.S. Highway right of way; thence West 54 rods, more or less, to the Place of Beginning.

ALSO EXCEPTING: Parcel No. 10, Parcel ID No. 0042172, (WD 224121 recorded November 12, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorded of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 20, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO EXCEPTING: Parcel No. 12, Parcel ID No. 0042174, (WD 224595 recorded December 22, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorded of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 20, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO EXCEPTING: Parcel No. 15, Parcel ID No. 0042177, (WD 224592 recorded December 22, 2003) according to the right of way plat of Project No. STP-1490(106) filed for record in the office of the County Recorded of Franklin County, Idaho on the 4th day of August, 2003 under Instrument No. 222806 and being a portion of the NW¼ and the NE¼ of Section 20, Township 16 South, Range 40 East, Boise Meridian, Idaho.

ALSO INCLUDING:

Section 20: Beginning at the North Quarter corner of said Section 20, and running thence South 462 feet; thence East 660 feet; thence South 198 feet; thence East 252.12 feet; thence North 38° 00' East 62.7 feet; thence North 80° 14' East 310.2 feet, more or less, to the West bank of Cub River; thence in a general Northeasterly direction along the West bank of Cub River to a point in the North line of said Northeast Quarter that is 1402.5 feet, more or less, East of the POINT OF BEGINNING; thence West 1402.5 feet, more or less, to the POINT OF BEGINNING.

251103 24-21

EXHIBIT B

Real Estate Term Loan
MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with mortgage by Robert J. Hobbs and Kimberly A. Hobbs and Ken D. Hobbs and Sharon Hobbs on land located in Franklin County, Idaho

(list specific additional Property, if any)

Certificates numbered 2181 representing 86 shares of the capital stock of Cub River Irrigation Company and the water rights represented thereby.

Certificates numbered 3052 representing 240 shares of the capital stock of Cub River Irrigation Company and the water rights represented thereby.

Certificates numbered 3058 representing 64 shares of the capital stock of Cub River Irrigation Company and the water rights represented thereby.

Certificates numbered 3059 representing 48 shares of the capital stock of Cub River Irrigation Company and the water rights represented thereby.

Certificates numbered 591 representing 437 shares of the capital stock of Franklin-Pioneer Irrigation Company and the water rights represented thereby.

Certificates numbered 650 representing 302 shares of the capital stock of Franklin-Pioneer Irrigation Company and the water rights represented thereby.

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing: all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). See attached Exhibit "A"

Instrument #227108

8/10/04

Record of Subivision

KEN HOBBS SUBDIVISION PHASE 2

ALLEN LAND SURVEYING
23 NORTH STATE STREET
PRESTON, IDAHO 83203
(208) 852-2839

1) RECORDING NUMBER: 25-7-1118 1-2
2) DATE & TIME: 10 MAY 1998 10:00 AM
3) DRAWING NAME: SUB-1 LINE
4) RECORDING DATE: 31 AUGUST 1998
5) FIELD WORK BY: BJA
6) COMPILED BY: JJS
7) COMPLETION DATE: MAY 2001

FINAL PLAT OF
KEN HOBBS SUBDIVISION, PHASE 2
LOCATED IN:
**SE 1/4 OF THE SW 1/4 OF SECTION 8,
TOWNSHIP 16 SOUTH,
RANGE 40 EAST,
BOISE MERIDIAN,
FRANKLIN COUNTY, IDAHO**
(SHEET 1 OF 2)

SYMBOL LEGEND

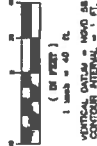
- SET 5/8" REBAR & CAP
- PLS 5163
- FOUND 2/8" REBAR & CAP
- FOUND 1/2" REBAR & CAP
- CORNER NOT SET
- CORNER NOT FOUND

SURVEYOR'S CERTIFICATE

I, Brian J. Allen, do hereby certify that this plat is a true and accurate representation of the land surveyed under my direction and control.



GRAPHIC SCALE



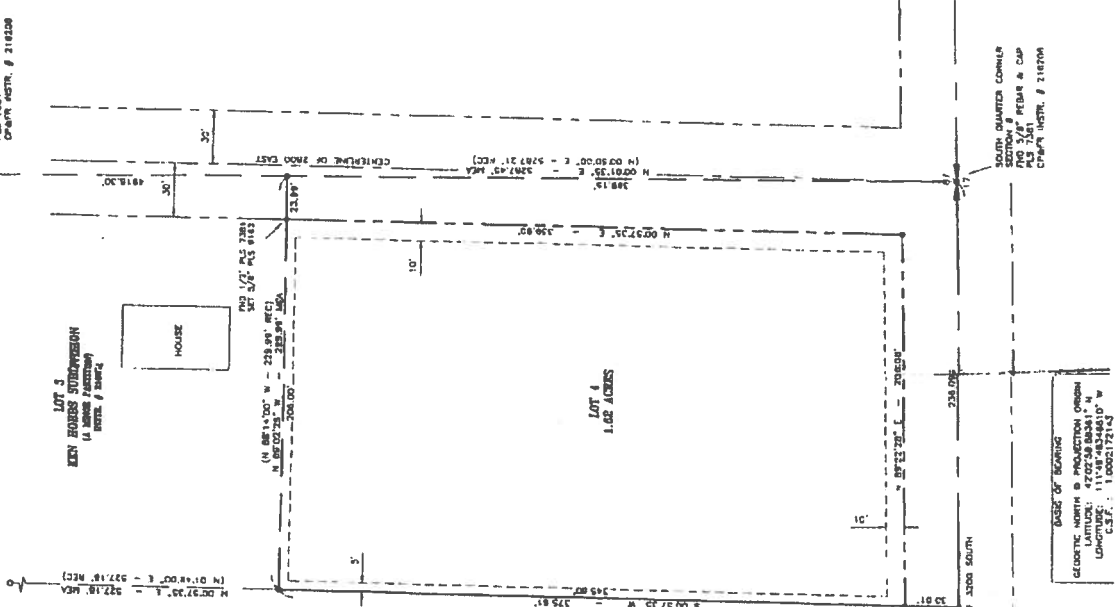
LINE LEGEND

---	PROPERTY LINE
---	SECTION LINE
---	ADJACENT 16TH LINE
---	ADJACENT 18TH LINE
---	ROAD RIGHT OF WAY LINE
---	UTILITY EASEMENT

- NOTES:**
- 1) INTEREST USE: RESIDENTIAL SINGLE FAMILY
 - 2) CURRENT USAGE: AGRICULTURE
 - 3) TOTAL ACRES: 1.99 ACRES
 - 4) SURFACE DISPOSAL: INDIVIDUAL SEPTIC SYSTEMS
 - 5) SURFACE EROSION: EROSION CONTROL MEASURES
 - 6) STORM WATER: RETENTION ON SITE

SOUTHWEST CORNER
SECTION 8
PLS 5163
CH&M INSTR. # 218209

BASIS OF BEARING
GEODETIC NORTH IS PROJECTION ORIGIN
LATITUDE: 42°02'38.80341" N
LONGITUDE: 111°08'43.84610" W
G.S.T.: 160821741.4



INSTRUMENT
#216674

RECORD OF
SUBDIVISION

Ken Hobbs

After recording, return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

224597 1v3

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 13, Parcel ID No. 0042175

12:35
a.m. DEC 22 2003 p.m.
V. ELLIOTT LARSEN, RECORDER
By SEMAINE T. GORDON Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of December, 2003,
between KEN D. HOBBS, Grantor, and the STATE OF IDAHO, IDAHO
TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD,
3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these
presents, grant, bargain, sell and convey unto the Grantee, the following
described real property situated in the County of FRANKLIN, State of
Idaho, To-wit:

*QAS
Tucson!*
Parcel No. 13, Parcel ID No. 0042175, according to the Right
of Way Plat of Project No. STP-1490(106) filed for record in
the office of the County Recorder of FRANKLIN County, Idaho,
on the 9th day of August, 2003 under Instrument No.
222 886: Being a portion of the SW $\frac{1}{4}$ of Section 08,
Township 16 South, Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all right of access belonging to the Grantor between the
herein above described parcel and the Right of Way of US 91, Project No.
STP-1490(106) Highway Survey.

The above described parcel contains approximately 3.27 acres.

Highway Station Reference from Station 61+69 to Station 69+86.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

6/9/2003 8:42 AM

Project No. STP-1490(106)
Key No. 7750
Parcel No. 13, Parcel ID No. 0042175

224597 2-3

WARRANTY DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.


Ken D. Hobbs

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

6/9/2003 8:42 AM

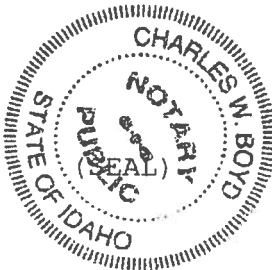
Project No. STP-1490(106)
Key No. 7750
Parcel No. 13, Parcel ID No. 0042175

224597 3-3

WARRANTY DEED

STATE OF Idaho)
County of Franklin) ss

On this 9 day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared KEN D. HOBBS, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Charles W. Boyd

Notary Public for State of Idaho

Residing at Idaho Falls

My commission expires 12-31-2006

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

6/9/2003 8:42 AM

After recording, return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

224593 1-3

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 14, Parcel ID No. 0042176

12:25
am. DEC 2'2 2003 pm.
V. ELLIOTT LARSEN, RECORDER
By Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of December, 2003,
between KEN D. HOBBS, Grantor, and the STATE OF IDAHO, IDAHO
TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD,
3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these
presents, grant, bargain, sell and convey unto the Grantee, the following
described real property situated in the County of FRANKLIN, State of
Idaho, To-wit:

Parcel No. 14, Parcel ID No. 0042176, according to the Right
of Way Plat of Project No. STP-1490(106) filed for record in
the office of the County Recorder of FRANKLIN County, Idaho,
on the 4TH day of AUGUST, 2003 under Instrument No.
222806: Being a portion of the SW¹4 of Section 17,
Township 16 South, Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the
herein above described parcel and the Right of Way of US 91, Project No.

STP-1490(106) Highway Survey. *Exempt fee that 20% (fee waived) at
Highway Station 45+47 to 51+30.*

The above described parcel contains approximately 0.06 acres.

Highway Station Reference from Station 45+47 to Station 51+30.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:05 AM

Project No. STP-1490(106)

Key No. 7750

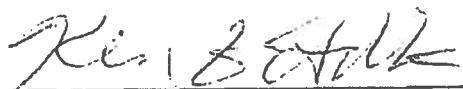
Parcel No. 14, Parcel ID No. 0042176

224593 2-3

WARRANTY DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.


Ken D. Hobbs

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:05 AM

Project No. STP-1490(106)

Key No. 7750

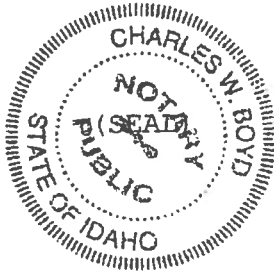
Parcel No. 14, Parcel ID No. 0042176

224593 33

WARRANTY DEED

STATE OF Idaho)
County of Franklin) ss

On this 9 day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared KEN D. HOBBS, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Charles W. Boyd
Notary Public for State of Idaho
Residing at Franklin
My commission expires 12-20-2006

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:05 AM

After recording, return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

224615 1-3

Recorded at the request of
Northern Title

Project No. STP-1490(106)
Key No. 7750
Parcel No. 09, Parcel ID No. 0042169

3:00
8 a.m. DEC 22 2003 3:00 p.m.

V. ELLIOTT LARSEN, RECORDER
By Shawn Geddes Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of December, 2003,
between KEN D. HOBBS and SHARON HOBBS, Husband and Wife, Grantor, and the
STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO
TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these
presents, grant, bargain, sell and convey unto the Grantee, the following
described real property situated in the County of FRANKLIN, State of
Idaho, To-wit:

Parcel No. 07, Parcel ID No. 0042169, according to the Right
of Way Plat of Project No. STP-1490(106) filed for record in
the office of the County Recorder of FRANKLIN County, Idaho,
on the 4th day of August 1994, 2003 under Instrument No.
222806: Being a portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of
Section 20, Township 16 South, Range 40 East, Boise Meridian,
Idaho.

TOGETHER WITH all right of access belonging to the Grantor between the
herein above described parcel and the Right of Way of US 91, Project No.
STP-1490(106) Highway Survey.

The above described parcel contains approximately 39.14 acres.

Highway Station Reference from Station 33+40 to Station 39+94.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:02 AM

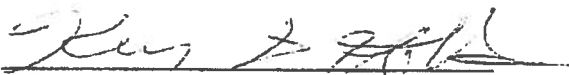
Project No. STP-1490(106)
Key No. 7750
Parcel No. 09, Parcel ID No. 0042169

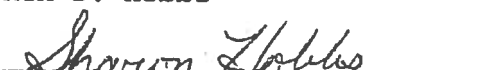
224615 2-3

WARRANTY DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.


Ken D. Hobbs


Sharon Hobbs

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:02 AM

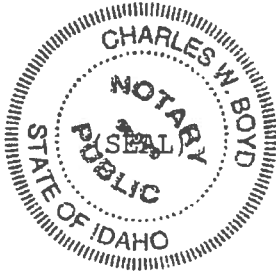
Project No. STP-1490(106)
Key No. 7750
Parcel No. 09, Parcel ID No. 0042169

224615 3-3

WARRANTY DEED

STATE OF Idaho)
County of Franklin) ss

On this 9 day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared KEN D. HOBBS and SHARON HOBBS, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Charles W. Bold

Notary Public for State of Idaho

Residing at Idaho Falls

My commission expires 10-11-2006

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:02 AM

After recording, return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

224121 1-3

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 10, Parcel ID No. 0042172

3:20
a.m. NOV 12 2003 p.m.

V. ELLIOTT LARSEN, RECORDER
By Ruth Rowland Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 1st day of Oct, 2003,
between OPAL PARKINSON, as her sole and separate property, Grantor, and
the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the
IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703,
Grantee.

WITNESSETH: That the Grantor, for value received, does, by these
presents, grant, bargain, sell and convey unto the Grantee, the following
described real property situated in the County of FRANKLIN, State of
Idaho, To-wit:

Parcel No. 10, Parcel ID No. 0042172, according to the Right
of Way Plat of Project No. STP-1490(106) filed for record in
the office of the County Recorder of FRANKLIN County, Idaho,
on the 4th day of August, 2003 under Instrument No. 222806:
Being a portion of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 20, Township
16 South, Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all right of access belonging to the Grantor between the
herein above described parcel and the Right of Way of US 91, Project No.
STP-1490(106) Highway Survey except for one 6.1 meter (approximately 20
feet) unpaved field approach at Station 43+23 Left, as per the above
referenced Highway Survey.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

8/11/2003 3:36 PM

224121 2.3

Project No. STP-1490(106)
Key No. 7750
Parcel No. 10, Parcel ID No. 0042172

WARRANTY DEED

The above described parcel contains approximately 1.11 acres.

Highway Station Reference from Station 39+91 to Station 43+38.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.


Opal Parkinson

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

6/10/2003 1:52 PM

Project No. STP-1490(106)

224121 3-3

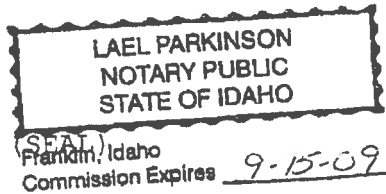
Key No. 7750

Parcel No. 10, Parcel ID No. 0042172

WARRANTY DEED

STATE OF Idaho)
) ss
County of Franklin)

On this 1st day of October, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared OPAL PARKINSON, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Lael Parkinson

Notary Public for Franklin City

Residing at Franklin ID

My commission expires 9-15-09

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

6/10/2003 11:34 AM

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

224595 1-2

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 12 Parcel ID No. 0042174

12:30
a.m. DEC 2'2 2003 p.m.

V. ELLIOTT LARSEN, RECORDER
By CHRISTINA T. GEDDE Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of December, 2003, between ROBERT J. HOBBS AND KIMBERLY A. HOBBS, HUSBAND AND WIFE, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property situated in the County of FRANKLIN, State of Idaho, To-wit:

Parcel No. 12, Parcel ID No. 0042174, according to the Right of Way Plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of FRANKLIN County, Idaho, on the 7th day of August, 2003 under Instrument No. 222806: Being a portion of the NE $\frac{1}{4}$ of Section 20 and the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 17, Township 16 South Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the herein above described parcel and the Right of Way of US 91, Project No. STP-1490(106) Highway Survey. *Exempt to the 22 ft. (1000) appurtenant to Highway Station 43+60 ft. and Highway Station 50+60 ft.*
The above described parcel contains approximately 3.30 acres.

Highway Station Reference from Station 43+35 to Station 61+69.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:00 AM

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

224595 2-2

Project No. STP-1490(106)
Key No. 7750
Parcel No. 12 Parcel ID No. 0042174

WARRANTY DEED

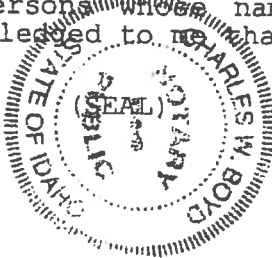
fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Robert J. Hobbs
Robert J. Hobbs
Kimberly A. Hobbs
Kimberly A. Hobbs

STATE OF Idaho)
County of Franklin) ss.

On this 9 day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT J. HOBBS and KIMBERLY A. HOBBS, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Charles M. Boyd
Notary Public for State of Idaho
Residing at Franklin, Idaho
My commission expires 10-10-06

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:00 AM

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

224592 1-2

Recorded at the request of

NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 15
Parcel ID No. 0042177

12:22
A.M. DEC 22 2003 P.M.

V. ELLIOTT LARSEN, RECORDER
By SHAWN L. GERTES Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9th day of December, 2003, between ROBERT HOBBS AND KIMBERLY HOBBS, HUSBAND AND WIFE, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property situated in the County of FRANKLIN, State of Idaho, To-wit:

Parcel No. 15, Parcel ID No. 0042177, according to the Right of Way Plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of FRANKLIN County, Idaho, on the 4th day of AUGUST, 2003 under Instrument No. 222806; Being a portion of the NW¹4 of Section 20, Township 16 South Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the herein above described parcel and the Right of Way of US 91, Project No. STP-1490(106) Highway Survey.

The above described parcel contains approximately 0.37 acres.

Highway Station Reference from Station 43+33 to Station 45+04.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:09 AM

Project No. STP-1490(106)
Key No. 7750
Parcel No. 15
Parcel ID No. 0042177

224592 2-2

WARRANTY DEED

hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

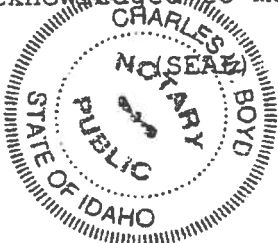
IN WITNESS WHEREOF, Grantor has executed the within Instrument the day and year first above written.

Robert J. Hobbs
Robert Hobbs

Kimberly Hobbs
Kimberly Hobbs

STATE OF Idaho)
County of Franklin) ss.

On this 9 day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT HOBBS and KIMBERLY HOBBS, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Charles Boyd
Notary Public for State of Idaho
Residing at Idaho Falls
My commission expires 10-20-2005

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:09 AM

224599 1-2

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

Project No. STP-1490(106)
Key No. 7750
Parcel No. 6 Parcel ID No. 0042182

Recorded at the request of

NORTHERN TITLE

8 AM DEC 22 2003 12:42 PM

V. ELLIOTT LARSEN, RECORDER
By FRANKA L. GENSES Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9th day of November, 2003, between BOB A. HOBBS AND IRMA HOBBS, HUSBAND AND WIFE, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property situated in the County of FRANKLIN, State of Idaho, To-wit:

Parcel No. 6, Parcel ID No. 0042182, according to the Right of Way Plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of FRANKLIN County, Idaho, on the 4th day of August, 2003 under Instrument No. 222806: Being a portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 16 South Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the herein above described parcel and the Right of Way of US 91, Project No. STP-1490(106) Highway Survey.

The above described parcel contains approximately 0.06 acres.

Highway Station Reference from Station 45+02 to Station 45+49.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

8/11/2003 3:25 PM

224599 2-2

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

Project No. STP-1490(106)
Key No. 7750
Parcel No. 6 Parcel ID No. 0042182

WARRANTY DEED

fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Bob A. Hobbs
BOB A. HOBBS

Irma Hobbs
IRMA HOBBS

STATE OF Idaho)
County of Franklin) ss.

On this 9 day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared BOB A. HOBBS AND IRMA HOBBS, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Charles W. Fry
Notary Public for State of Idaho
Residing at Franklin Falls
My commission expires 10-28-2006

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

5/8/2003 11:21 AM

Instrument

#232764

2/8/06

Hobbs Industrial Park
Subdivision

23 NORTH STATE STREET
PRESTON, IDAHO 83263
(208)552-2832

COMPLETION DATE: FEBRUARY 2022

RECORDING NUMBER 332754
DATE & TIME 2/24/84 ROOM 4
RECORDED WITH ALTA VIDEO SYSTEMS P.C.

RECORDED AT Franklin
COUNTY, MISSISSIPPI
SEE PAGE 2

LOCAT72D IN:

NW QUARTER OF SECTION 20,
TOWNSHIP 16 SOUTH.

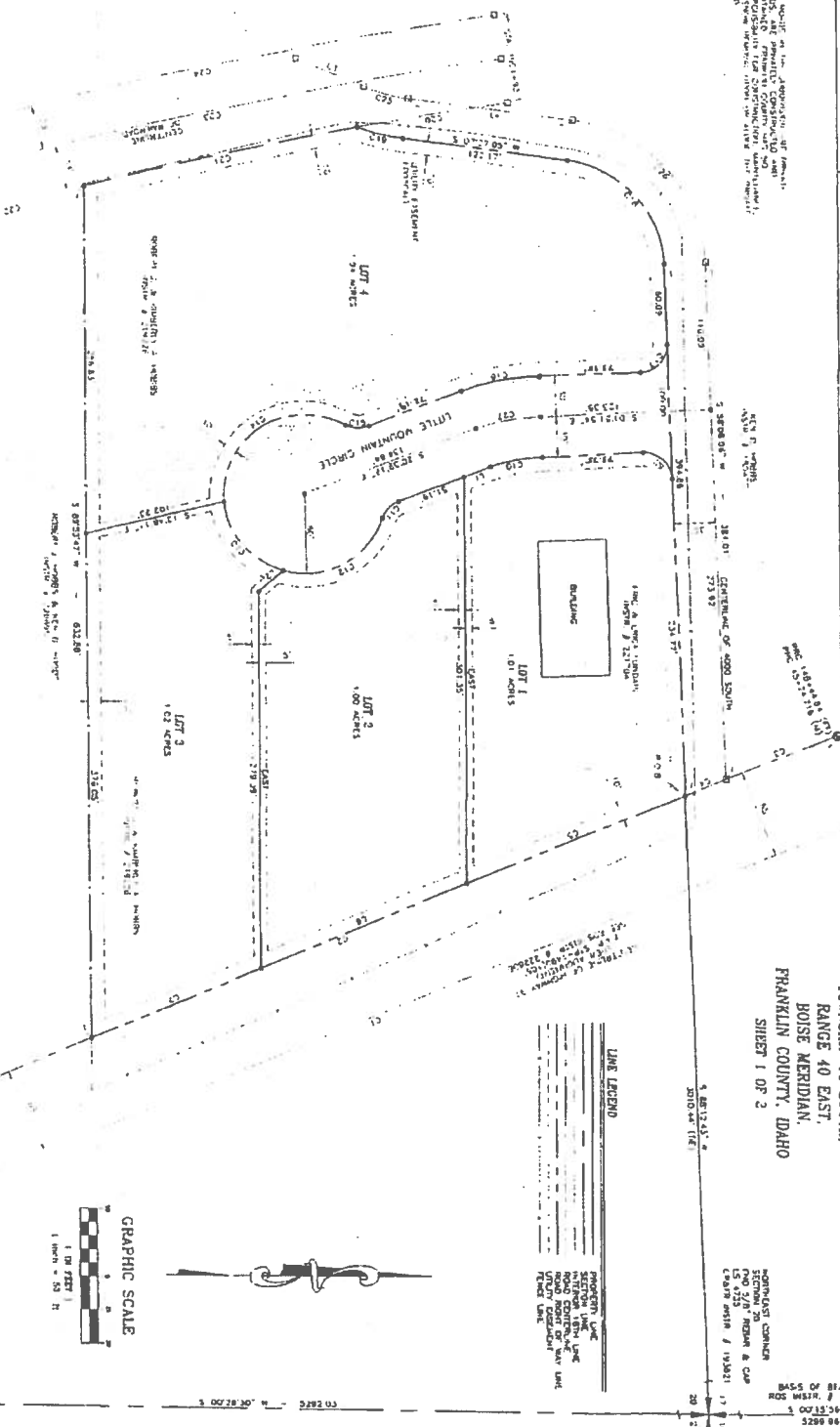
BOISE MERIDIAN.

SHEET 1 OF 2

NORTH-EAST CORNER
 SECTION 25
 T4S 51N R24E & C4E
 N54 4723
 C 6471 4511N 1 193021

BASIS OF BEARING
 ROS INSTR. # 25516
 1 00°13'36" E
 5298 86'

THEY WOULD BE IN A POSITION TO IF FORMERLY
OFFICIALS, ARE SPECIALLY CONSIDERED AND
SUBSTANTIATED PRIMARILY CREDITED AND
DISPENSABLE FOR CONSIDERABLE SUBSTANTIATED
ON SOME INFORMATION: THEY ARE ALSO THE OBJECT
OF THE



SURVEYOR'S CERTIFICATE

I, Brian J. Allen, do hereby certify that this plat is a true and accurate representation of the land surveyed under my direction and control.



SYMBOL LEGEND

SET 5/6" DEEPER & 24"
PUS 4183
FAC. AL. CAP. 87000 LBS
PUS 4963
COOPER NDI SET
OP FOUR

GRAPHIC SCALE



1.000000
width = 5.3 m

1) SEWAGE DISPOSAL. ANNUAL SEWAGE SYSTEMS
2) CEMENTARY WASTE. IMPROVED WFTS

STUTTGART COMM
SECTION 20

21

INSTRUMENT

#208938

RECORD OF SURVEY

BOB HOBBS

Section No. _____

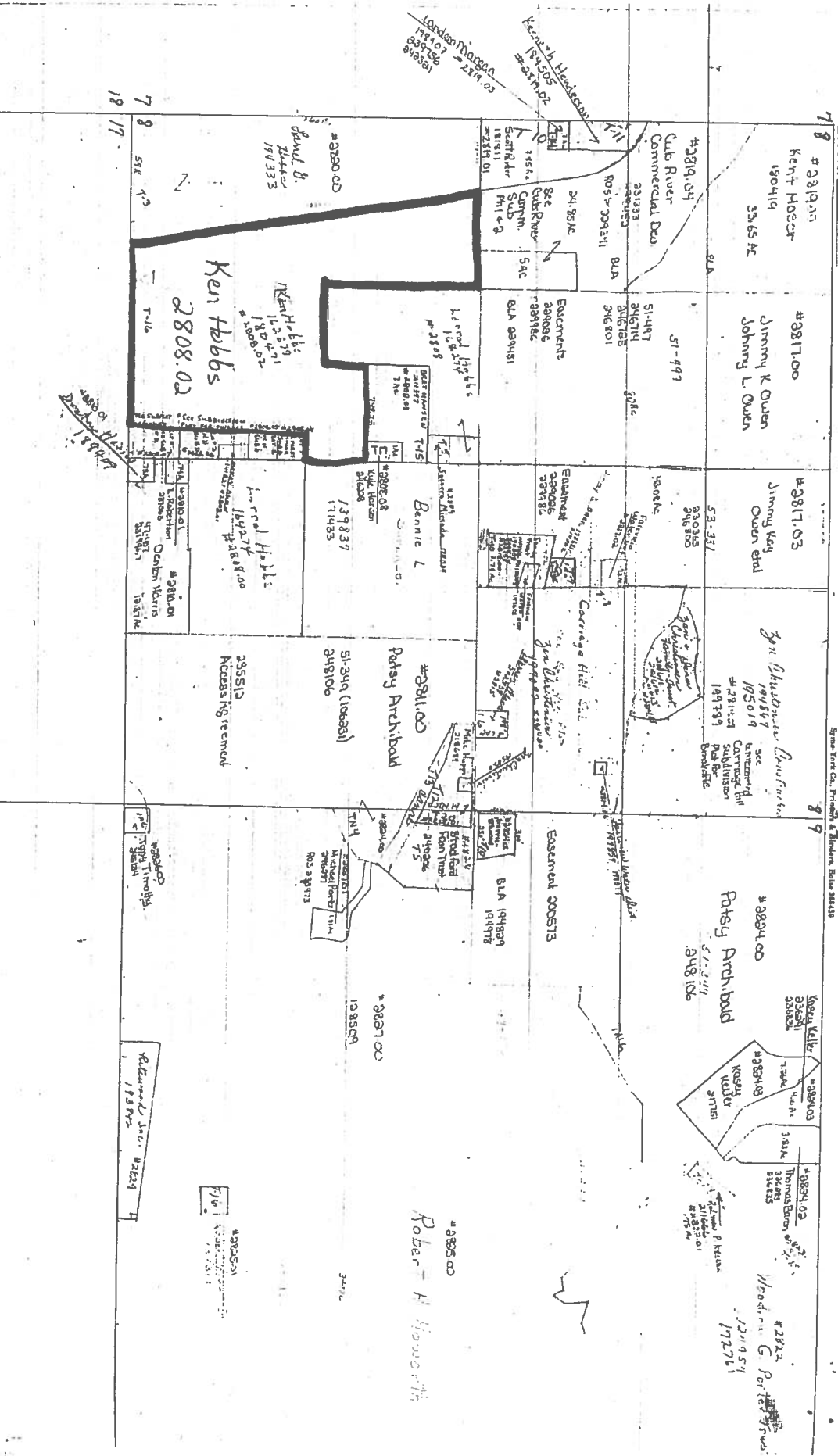
Quarter Section No. 8 9

Block No. _____

Lot No. _____

Township No. 16

Range No. 4



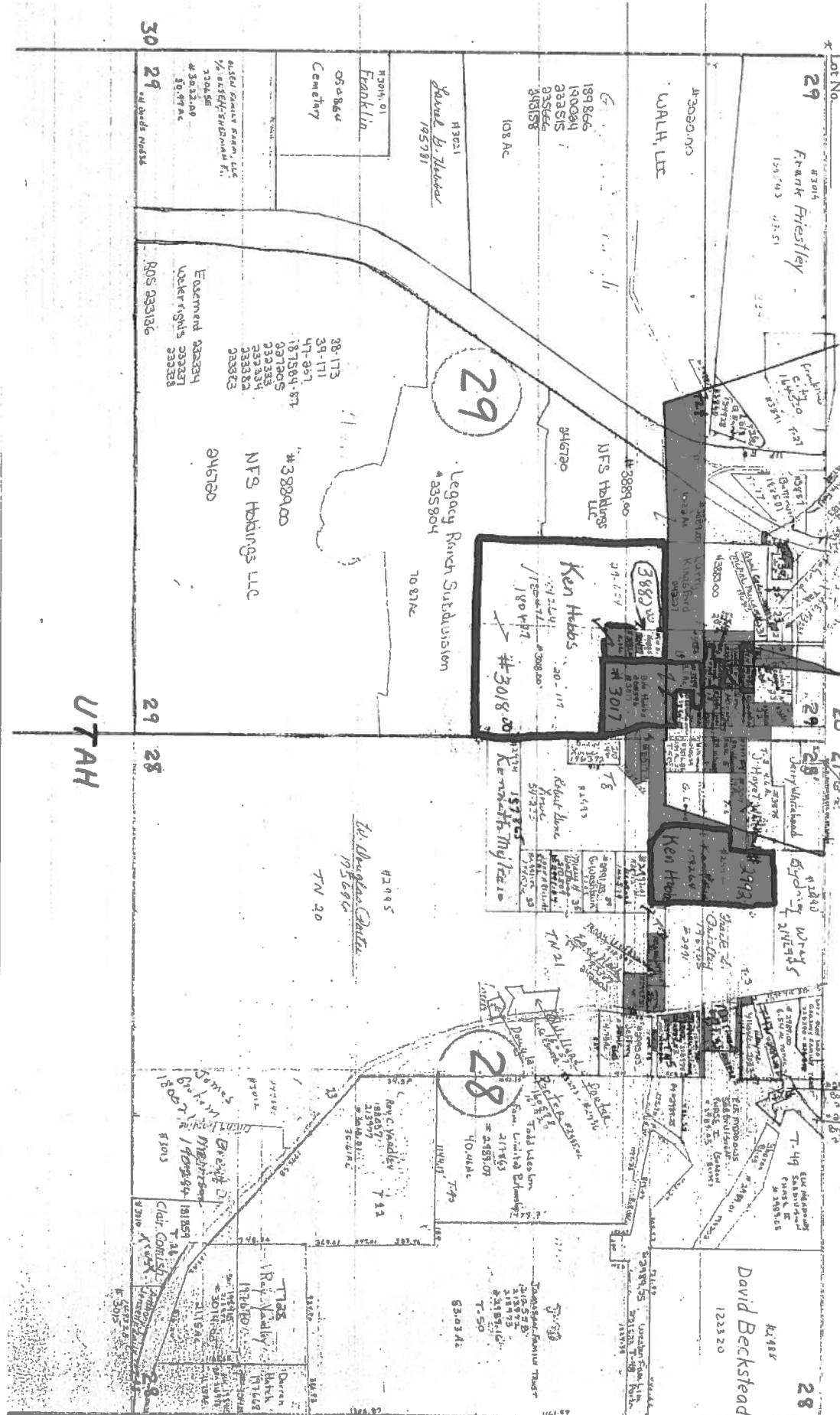
Section No. 28, 29.

Quarter Section No. _____

Block No. _____

See Other 3681-00
Plat # 147
Township No. 16

Range No. 46



WARRANTY DEED

THIS INDENTURE, made this 25th day of March in the year of our Lord one thousand nine hundred and Sixty-four between Carl Glover, a widower of Preston County of Franklin State of Idaho the party of the first part, and Dale Warrick Cole and his wife Louise Miller Cole of Preston County of Franklin State of Idaho the parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$1.00 and other good and valuable considerations lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

A portion of the SE $\frac{1}{4}$ of Section 14, Township 15 South, Range 40 East of the Boise Meridian, described as: Commencing at a point 24 rods West and 30 rods NWesterly along the East side of county road from the SE corner of said section 14; thence NWesterly along the E side of said county road 14 rods; thence NEasterly in a direct line which is perpendicular to the county road a distance of 18 rods; thence SEasterly on a line parallel with the county road 14 rods, thence SWesterly in a direct line which is perpendicular to the county road to the place of beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whosoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF Carl Glover (Seal)
STATE OF IDAHO) ss.
County of Franklin)

On this 25th day of March in the year 1964, before me Ted B. Larsen a Notary Public in and for said State, personally appeared Carl Glover, a widower known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Seal

Ted B. Larsen
Notary Public, Residing at Preston, Idaho

STATE OF IDAHO) ss.
County of Franklin)

Recorded at the request of Dale Warrick Cole at 2:40 P.M., April 3, 1964.

Fee: \$1.80

C. L. Swenson: Ex-Officio Recorder
By Paul P. Davis Deputy

--- Compared ---

WARRANTY DEED

THIS INDENTURE, made this 29th day of April in the year of our Lord one thousand nine hundred and Sixty-one between S. CALVIN PARKINSON and his wife OPAL PARKINSON of Franklin County of Franklin State of Idaho the parties of the first part, and BOB ALMA HOEBS, MICHAEL HENDRICKS HOEBS, WILLIAM PARKINSON HOEBS, and his wife VILAYE H. HOEBS of Franklin County of Franklin State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SEVEN THOUSAND NINE HUNDRED SEVENTY-TWO and 93/100--DOLLARS lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point which is 1540 feet North and 276 feet East and North 19 degrees 21 minutes West 210 feet; thence North 46 degrees West 88 feet from the South Quarter Corner of Section 20, Township 16 South, Range 40 East, Boise Meridian, thence North 16 degrees 31 minutes West 1250 feet, more or less, to the North side of old Mill race; running thence Northeasterly along Oak River to the U. S. Highway 91; thence Southeast along said Highway 130 rods to the old U. S. Highway, right of way; thence West 54 rods, more or less to the place of beginning.

This deed is subject to a mortgage to the Farm Home Administration in the sum of \$3,572.93.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and person whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

S. Calvin Parkinson (Seal)

Opal Parkinson (Seal)

STATE OF IDAHO,) SS.
County of Franklin)

On this 29th day of April in the year 1961, before me Dell W. Smith a Notary Public in and for said State, personally appeared S. Calvin Parkinson and his wife Opal Parkinson known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

Dell W. Smith
Notary Public, Residing at Preston, Idaho.

STATE OF IDAHO) ss
County of Franklin)

Recorded at the request of W. P. Hobbs at 11:00 A.M., April 8, 1964.

Fee: \$1.80

C. L. Swenson: Ex-Officio Recorder
By James P. Davis Deputy

--- Compared ---

Inst. No. 113937

WARRANTY DEED

THIS INDENTURE, made this 3rd day of April in the year of our Lord one thousand nine hundred and Sixty-four between Wallace E. Read and wife Pauline Read of Preston County of Franklin State of Idaho the parties of the first part, and George M. Dalton and wife Hazel K. Dalton of Preston County of Franklin State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other good and valuable considerations lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point 270 feet South of the Northeast corner of Northwest quarter of Section 26, Township 15 South, Range 39 East, Boise Meridian, and running thence West 165 feet; thence North 100 feet; thence East 165 feet; thence South 100 feet to the place of beginning.

(\$1.10 U. S. I. R. Stamp duly affixed and cancelled.)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Wallace E. Read (Seal)

Pauline Read (Seal)

STATE OF IDAHO,) SS.
County of Franklin)

* 240571 1-2

Recorded at the request of
Ken D. Hobbs

_____ a.m. FEB 11 2008 p.m. 3:33

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

QUITCLAIM DEED

FOR VALUE RECEIVED

KEN D. HOBBS and SHARON HOBBS, husband and wife,
do hereby convey, release, remise and forever quit claim unto

The STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO
TRANSPORTATION BOARD,

whose current address is: 3311 West State Street, Boise, Idaho 83703

the following described premises, in Franklin County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

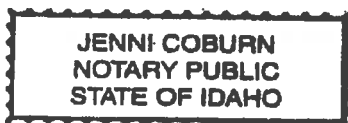
DATED: 2/11/08

Ken D. Hobbs
KEN D. HOBBS

Sharon Hobbs
SHARON HOBBS

STATE OF IDAHO)
County of Franklin)ss.

On this 11th day of February, 2008, before, me the undersigned, a Notary Public in and for said State, personally appeared KEN D. HOBBS and SHARON HOBBS, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Jenni Coburn
NOTARY PUBLIC for State of Idaho
Residing at: Preston, ID
Comm. Expires: 2/27/2012

240571

2.2

EXHIBIT "A"

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 20: Commencing at a point which is 1540 feet North and 276 feet East and North 19°21' West 210 feet and North 46° West 88 feet from the South Quarter corner of Section 20, the TRUE POINT OF BEGINNING; thence North 16°31' West 1250 feet, more or less, to North side of Old Mill Race, running thence Northeasterly along Cub River to U.S. Highway 91; thence Southeasterly along said Highway 130 rods to old U.S. Highway right-of-way; thence West 54 rods, more or less, to the true point of beginning.

NTF-1200
KEN D. HOBBS
4087 SOUTH PARKINSON ROAD
FRANKLIN, ID 83237

212844

Recorded at the request of
NORTHERN TITLE

APR 10 2001 3:50 P.M.

V. ELLIOTT ARSEN, RECORDING
CLERK, Franklin County, Idaho
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

ROBERT J. HOBBS and KIMBERLY A. HOBBS, HUSBAND AND WIFE, Grantor(s) of FRANKLIN, County of FRANKLIN, State of ID, hereby **CONVEY AND WARRANT** to KEN D. HOBBS and SHARON HOBBS, Grantee(s) of FRANKLIN, County of FRANKLIN, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of Idaho:

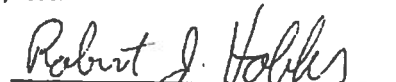
TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO

SECTION 20: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, AND RUNNING SOUTH 51°22'14" WEST 1650.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 11°53' EAST 160.00 FEET; THENCE SOUTH 79°07' WEST 115.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF YELLOWSTONE HIGHWAY; THENCE NORTH 11°53' WEST 160.00 FEET ALONG SAID HIGHWAY; THENCE NORTH 79°07' EAST 115.00 FEET TO THE TRUE POINT OF BEGINNING. (2921.01)

Conveyance made subject to the following (see-attached).

Subject to easements, restrictions and rights of way of record, and taxes for the year 2001 and thereafter.

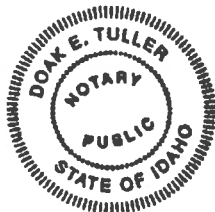
Witness, the hand(s) of said Grantor(s), this April 4, 2001.


ROBERT J. HOBBS


KIMBERLY A. HOBBS

State of ID)
County of FRANKLIN)

On April 4, 2001, personally appeared before me ROBERT J. HOBBS and KIMBERLY A. HOBBS the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.




Notary Public 5/12/2005

To Kerrie & ~~TJ~~ TJ Budge

From Robert Hobbs 208 851 1429
farmerhobbs@q.com

125142) Ruby Hobbs to WP Hobbs
130724)

130817 WP to Bob & Michael Hobbs

134127 WP to Bob & Michael

130723 WP to Bob & Michael

~~180334 Joint Use Agreement~~

180394 Use Agreement

180472 Bob & Michael

180471 Michael to Bob

180476 Bob to Robert Hobbs

180477 Bob to Ken Hobbs

24844 Shop to Kent Sharon Hobbs

224595 Sale of River Bottom to Idaho Transportation

260865 Opal Parkinson to Robert & Ken Hobbs

} split up Property

STATE OF IDAHO,

County of Bannock

ss.

On this 12th day of August, in the year 1969, before me
Richard P. Lundgren, a Notary Public in and for said State, personally appeared
Raymond Schenk and Myrtle Hobbs
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged
to me that they executed the same.

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

Richard P. Lundgren
Notary Public for the State of Idaho,
Residing at Pocatello, Idaho.

State of Idaho)
County of Bannock) ss.

On this 20th day of May in the year 1969, before me E. N. Lundgren, a Notary Public
in and for said State, personally appeared Ruby Myrtle Petterborg Hobbs and Sherrie
Hobbs Schenk, known to me to be the persons whose names are subscribed to the within
instrument, and they signed the same in my presence.

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

E. N. Lundgren
Notary Public for the State of Idaho,
Residing at Pocatello, Idaho

12514

No.

QUITCLAIM DEED

(FORM No. 281)

Ruby Myrtle Petterborg Hobbs

TO
William Petterborg Hobbs

Dated 12, 19 69

STATE OF IDAHO.

County of Bannock

I hereby certify that this instru-
ment was filed for record at request of
Ruby Myrtle Petterborg Hobbs
at 11 minutes past
o'clock A. M., this 12th day of
August, 1969, in my
office, and duly entered in Book

of

at page

E. N. Lundgren
By Richard P. Lundgren
Fees, \$ 2.00
Deputy.

Ex-Officio Recorder.

Mail to Pocatello

RECEPTION
FEE BOOK
RECORDED
INDEXED

THIS INDENTURE, made this 30th day of May, 1968,
between Ruby Myrtle Petterborg, Thaxton Hobbs, Frayne Hobbs, Sherrie Hobbs,
the widow and children of Rolla Parkinson Hobbs, deceased,
of Preston County of Franklin, State of Idaho,
the parties of the first part and William P. Hobbs and wife, Julia Vilate Hobbs
of Franklin, State of Idaho, the parties of the second part,
County of Franklin, State of Idaho

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
FIVE HUNDRED AND NO/100-- (\$500.00) ----- Dollars
lawful money of the United States of America
to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
do by these presents remise, release and forever QUITCLAIM, unto the said parties of the second
part, and to their heirs and assigns, forever, all the following described real estate, situated in
Franklin, County of Franklin, State of Idaho,
to-wit: Commencing at a point 62 rods South from the Northeast corner of
the Northeast quarter of Section 17, Township 16 South, Range 40 East
of the Boise Meridian, thence running South 32 rods; thence West 160
rods; thence North 32 rods; thence East 160 rods to the place of begin-
ning, containing 32 acres.

It is the intention of the first parties to convey all of the right,
title and interest of the first parties in said property which is a part
of the estate of Nessie P. Hobbs, deceased, mother of said Rolla
Parkinson Hobbs, deceased, and to authorize the Probate Court to dis-
tribute the interest of said Rolla Parkinson Hobbs, deceased, as an
heir of said Nessie P. Hobbs, deceased, to the party of the second
part.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto
the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
and seals the day and year first above written.

Executed and Delivered in the Presence of

- | | | |
|----|-------------------------------------|--------|
| 1. | <u>Ruby Myrtle Petterborg Hobbs</u> | [SEAL] |
| 2. | <u>Thaxton Hobbs</u> | [SEAL] |
| 3. | <u>Frayne Hobbs</u> | [SEAL] |
| 4. | <u>Sherrie Hobbs</u> | [SEAL] |

STATE OF IDAHO
County of Bonneville.

On this thirtieth day of January, 1960, before me,
a Notary Public in and for said State, personally appeared

Ruby P. Hobbs, a widow;

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

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

A. M. Blaylock

Notary Public, Residing at Preston, Idaho
Idaho Falls, Idaho.

RECEIVED
FILED
RECORDED
INDEXED

130724

WARRANTY DEED

Ruby P. Hobbs

William P. Hobbs

Dated 19

STATE OF IDAHO,
COUNTY OF FRANKLIN.

I hereby certify that this instrument was
filed for record at request of

William P. Hobbs

at 20 minutes past 3:00

o'clock P. M., this 4th day

of July, A.D. 1960

in my office, and duly recorded in Book

of Michael D. King at page

Michael D. King

By-Office Recorder

By William P. Hobbs

Fee, \$ 00 Deputy

Mailed to Franklin, Idaho

THIS INDENTURE, made this twenty-second day of January,
in the year of our Lord one thousand nine hundred and sixty between
Ruby P. Hobbs, a widow,

of Pocatello, County of Bannock,
State of Idaho, the part Y of the first part, and
William P. Hobbs and Vilate Hobbs, husband and wife,

of Franklin, County of Franklin,
State of Idaho, the part ies of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of
Five thousand four hundred Dollars,
lawful money of the United States of America, to her in hand paid by the said part ies of the second
part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does
grant, bargain, sell, convey and confirm unto the said part ies of the second part, and to their heirs and
assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point on the West side of the State Highway 317 feet
West of the North quarter corner of Section 20, Township 16 South, Range
40 East of the Boise Meridian, and running thence South 25° 03' East
535 feet along the West side of the State Highway to a point approximate-
ly 500 feet South and 45 feet West from the North quarter corner of said
Section 20; thence West 700 feet, more or less, to the East side of the
Railroad right of way; thence Northwesterly along said Railroad right of
way to a point 627 feet, more or less, West of the place of beginning;
thence East 627 feet, more or less, to the place of beginning.

Also: Beginning at the point of intersection of Field Street with the
Yellowstone Highway, said point being approximately 1125 feet East and
370 feet South of the Northwest corner of Section 20, Township 16 South,
Range 40 East of the Boise Meridian, and running thence South 11° 53' East
along the East line of the Yellowstone Highway 41 rods; thence East 40.8
rods, more or less, to the West line of the Oregon Short Line Railroad
right of way; thence Northwesterly along said West line of said right of
way 41 rods to the South boundary line of Field Street; thence West
along the South boundary line of said street 628 feet to the place of
beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any
wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and
all estate, right, title and interest in and to said property, as well in law as in equity, of the said part Y
of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the
appurtenances, unto the part ies of the second part, and to their heirs and assigns forever. And the
said part Y of the first part, and her heirs, the said premises in the quiet and peaceable possession of
the said part ies of the second part, their heirs and assigns, against the said part Y of the first
part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim
the same shall and will WARRANT and by these presents forever DEFEND.

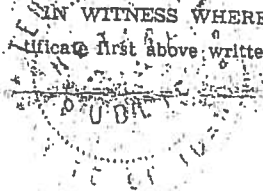
IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and
seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF Ruby P. Hobbs (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,
County of Franklin—ss.

On this 28th day of December In the year 1956, before me
Ted B. Larsen a Notary Public in and for said State, personally appeared
W.P. Hobbs and his wife Julia Vilate Hobbs
known to me to be the person S whose name S are subscribed to the within instrument,
and acknowledged to me that the V executed the same.

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



Ted B. Larsen
Notary Public, Residing at Preston, Idaho

No. 150817

WARRANTY DEED

W.P. Hobbs et al.

—10—

W.P. Hobbs et al.

Dated July 27, 1956.

STATE OF IDAHO,
COUNTY OF FRANKLIN—ss.

I hereby certify that this instrument was
filed for record at request of

William F. Hobbs

at 40 minutes past 3

o'clock P M., this 21 day

of July, A. D. 1956.

In my office, and duly recorded in Book

of at page

Michael D. King
Ex-Officio Recorder

By Michael Starnick

Fee, \$ 3.50 Deputy

Mailed to W.P. Hobbs

Franklin Idaho

RECORDED
FEE
REC'D
JUL 27 1956

THIS INDENTURE, made this 28th day of December in the year of our Lord one thousand nine hundred and Sixty-six between W.P. Hobbs and his wife Julia Vilate Hobbs

of Franklin County of Franklin State of Idaho IRMA V. HOBBS, the part 1st of the first part, and Bob Alma Hobbs and Michael Hendricks Hobbs

of Franklin County of Franklin State of Idaho the part 1st of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of \$1.00 and other valuable consideration

lawful money of the United States of America, to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, he, she, granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 1st of the second part, and their heirs and assigns forever, all the following described real estate situated in the County of Franklin, State of Idaho, to-wit:

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said part 1st of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part 1st of the second part, and to their heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part 1st of the second part their heirs and assigns, against the said part 1st of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal this day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

W. P. Hobbs (SEAL)
Julia Vilate Hobbs (SEAL)
(SEAL)
(SEAL)
(SEAL)

130817

Beginning at a point S $11^{\circ}53'$ E along E line of the Yellowstone Highway 41 rods; from the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet E and 370 feet S of the NW corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence S $11^{\circ}53'$ E along E line of Yellowstone Highway 980.5 feet; thence S $9^{\circ}55'$ E along said E line of said Highway 238 feet; thence S $43^{\circ}20'$ E along said E line of said highway 330 feet; thence E 462 feet; thence N $17^{\circ}52'$ E 268 feet; thence N $3^{\circ}39'$ E 108 feet to the W line of the Oregon Short Line Railroad right of way; thence NW/esterly along said W line of said right of way to a point 40.8 rods, more or less, E of the point of beginning; thence W 40.8 rods to the point of beginning. EXCEPTING THEREFROM: Beginning at a point S $11^{\circ}53'$ E along E line of the Yellowstone Highway 1657 feet; from the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet E and 370 feet S of the NW corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence E 500 feet; thence N $11^{\circ}53'$ W 800 feet; thence W 500 feet; thence S $11^{\circ}53'$ E 800 feet to the place of beginning.

* Commencing at a point $30\frac{1}{2}$ rods S of the NW corner of the SE $\frac{1}{4}$ of Section 17, Township 16 South, Range 40 East of the Boise Meridian, running thence E 160 rods; thence S $129\frac{1}{2}$ rods to the SE corner of said Section 17; thence W 160 rods; thence N $129\frac{1}{2}$ rods to the place of beginning.

Also, beginning at NW corner NE $\frac{1}{4}$ Section 20 Township 16 South, Range 40 East of the Boise Meridian, running thence E 40 rods; thence S 28 rods; thence W 40 rods; thence N 28 rods to the place of beginning.

Also, beginning at a point 40 rods E of the NW corner of NE $\frac{1}{4}$ section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence S 40 rods; thence E 15.28 rods; thence N $38^{\circ}00'$ E 3.80 rods; thence N $80^{\circ}14'$ E 18.80 rods, more or less, to the right bank of Cub River; thence in a general NEasterly direction up the right bank of Cub River to a point in the N line of said NE $\frac{1}{4}$ of said section 20 which is 45 rods E of the place of beginning, thence W 45 rods to the place of beginning.

Beginning at SW corner SW $\frac{1}{4}$ Section 16, Township 16 South, Range 40 East of the Boise Meridian, running thence N 535 feet; thence S $88^{\circ}38'$ E 445 feet; more or less, to a point due N of a point 440 feet Due E of the point of beginning; thence S 548 feet, more or less, to a point 440 feet due E of the point of beginning; thence W 440 feet to the point of beginning.

Commencing at a point which is 1540 feet N and 276 feet E and N $19^{\circ}21'$ W 210 feet; thence N 46° W 88 feet from the S $\frac{1}{4}$ corner of section 20, Township 16 South, Range 40 East of the Boise Meridian; thence N $16^{\circ}31'$ W 1250 feet, more or less, to N side of Old Mill race; running thence NEasterly along Cub River to U.S. Highway #91; thence SE along said highway 130 rods to old U.S. Highway right of way; thence W 54 rods, more or less, to place of beginning.

Together with all water and water rights appertaining thereto.

As part of the consideration hereof, the grantees herein agree, that this property will not be sold to anyone that is not a direct heir of the grantors herein.

130817

WARRANTY DEED

For Value Received

also known as WILLIAM P. HOBBS,
W. P. HOBBS/and JULIA VILATE HOBBS, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto

BOB ALMA HOBBS and IRMA V. HOBBS, husband and wife, and
MICHAEL HENDRICKS HOBBS, a single man, Franklin, Idaho
the grantee s the following described premises, in.....Franklin.....County Idaho, to wit:

Township 16 South, Range 40 East of the Boise Meridian

Section 20: Beginning at a point South 11°53' East along the East line
of the Yellowstone Highway, 41 rods; from the point of the
intersection of Field Street with the Yellowstone Highway,
said point being approximately 1125 feet East and 370 feet
South of the Northwest corner of Section 20; and running
thence South 11°53' East along the East line of the Yellow-
stone Highway 980.5 feet; thence South 9°55' East along said
East line of said Highway 238 feet; thence South 43°20'
East along said East line of said Highway 330 feet; thence
East 462 feet; thence North 17°52' East 268 feet; thence
North 3°39' East 108 feet to the West line of the Oregon
Short Line Railroad right-of-way; thence Northwesterly
along said West line of said right-of-way to a point 40.8
rods, more or less, East of the point of beginning; thence
West 40.8 rods to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee s, that the y are the owner s in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: December 20, 1973

STATE OF IDAHO, COUNTY OF FRANKLIN
On this 20th day of December, 1973,
before me, a notary public in and for said State, personally
appeared

also known as WILLIAM P. HOBBS
W. P. HOBBS and JULIA VILATE HOBBS,
husband and wife,

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public
Residing at Preston, Idaho
Comm. Expires January 6, 1977

STATE OF IDAHO, COUNTY OF Franklin
I hereby certify that this instrument was filed for record at
the request of W. P. Hobbs

at 45 minutes past 2:00 o'clock P.m.,
this 20th day of December,
1973, in my office, and duly recorded in Book
of Deeds at page

[Signature]
Ex-Officio Recorder
By *[Signature]* Deputy.

Fees \$ 1.00
Mail to:

RECORDED IN 13461

WARRANTY DEED

For Value Received

WILLIAM P. HOBBS and VILATE HOBBS, also known as JULIA VILATE HOBBS, husband and wife
the grantor s, do hereby grant, bargain, sell and convey unto
BOB ALMA HOBBS and IRMA V. HOBBS, husband and wife, and MICHAEL HENDRICKS HOBBS, a single person
the grantee s, the following described premises, in Franklin County Idaho, to wit:

Commencing at a point on the West side of the State Highway 317 feet West of the North quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence South 25° 03' East 535 feet along the West side of the State Highway to a point approximately 500 feet South and 45 feet West from the North quarter corner of said Section 20; thence West 700 feet, more or less, to the East side of the Railroad right of way; thence Northwesterly along said Railroad right of way to a point 627 feet, more or less, West of the place of beginning; thence East 627 feet, more or less, to the place of beginning.

Also, beginning at the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence South 11° 53' East along the East line of the Yellowstone Highway 41 rods; thence East 40.8 rods, more or less, to the West line of the Oregon Short Line Railroad right of way; thence Northwesterly along said West line of said right of way 41 rods to the South boundary line of Field Street; thence West along the South boundary line of said street 628 feet to the place of beginning.

The grantors hereby reserve the right that their immediate heirs have the first option to purchase the said property at a fair and marketable price and also that the above lands are not to be mortgaged by the Grantees.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: Aug 30, 1972

William P. Hobbs
Vilate Hobbs

Julia Vilate Hobbs

STATE OF IDAHO, COUNTY OF SALT LAKE
On this 30th day of AUGUST, 1972,
before me, a notary public in and for said State, personally
appeared:

WILLIAM P. HOBBS
VILATE HOBBS

known to me to be the person s whose name s
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public
Idaho

Residing at Franklin, Idaho
Comm. Expires 1976

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of William P. Hobbs

at 15 minutes past 5:00 o'clock P.m.,
this 6th day of July,
19 72, in my office, and duly recorded in Book
of Deeds at page

Michael D. King
Ex-Officio Recorder

By La Rae E. Johnson Deputy.

Fees \$ 1.00
Mail to: Franklin, Idaho

INSTRUMENT NO

30721

12-1-103

180394 1-8
JOINT USE AGREEMENT

Recorded at the request of
Stewart Fuller
—a.m. SEP 29 1989 1:25 p.m.
LARA E. JOHNSON, RECORDER
By Carol Baker Deputy
FRANKLIN COUNTY, IDAHO

THIS AGREEMENT, made this 29th day of September, 1989, by and between BOB A. HOBBS and IRMA V. HOBBS, husband and wife, (hereinafter "Bob"), ROBERT J. HOBBS and KIMBERLEY HOBBS, (hereinafter "Robert"), KEN D. HOBBS (hereinafter "Ken") and KEVIN W. HOBBS (hereinafter "Kevin"), for the purpose of fixing and establishing the parties' rights and obligations for the use of pumps, motors, a reservoir, mainlines and wells located and interconnected between the adjoining properties of the parties for use on their respective properties.

RECITALS

WHEREAS, a pump, motor, reservoir and mainline are located on real estate owned by Robert; and

WHEREAS, Ken and Bob use water for irrigation purposes from the reservoir and pump conveyed through a mainline located on Robert's property; and

WHEREAS, water used by Ken flows through a mainline located on the property of Bob and Robert; and

WHEREAS, a culinary well on Ken's property services Kevin's property, a dairy on Bob's property and the residence belonging to Robert; and

WHEREAS, the parties hereto do recognize and acknowledge the established interest and rights of the other parties to the existing pumps, motors, reservoir, main lines and wells as herein described; and

WHEREAS, the parties now wish to enter into an agreement whereby the rights and responsibilities of all parties shall be defined for the protection of their interests and for the further use and enjoyment of their property;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Ken, Robert and Bob agree to the joint use of the reservoir, pump and mainline located on Robert's property, Robert's property being described in Exhibit "A" attached hereto and incorporated herein by reference. Robert grants to Ken and Bob a permanent right-of-way and easement to maintain, operate, repair and replace, as necessary, the existing mainline, pump, motor and reservoir for the storage, pumping and transportation of water from said reservoir, under and through the real property owned by Robert as described in Exhibit "A" attached hereto. Ken, Robert and Bob agree to equally share the cost of replacing, repairing and maintaining said pump, motor, reservoir and mainline on Robert's property. Ken, Robert and Bob shall also equally share the costs of maintenance and replacement for the mainline as it traverses each of their own properties. The utility costs or other costs of operating the said irrigation system shall be equally shared by Bob, Robert and Ken unless they disagree and in such case, such operating costs shall be paid on a proportional basis to be determined by the respective usage of the water by Bob, Robert and Ken. The said proportional costs may be determined by the number of acres placed under irrigation by each of the parties taking into account any disparity in the quantity of water applied per acre by the parties due to different crops or farming practices and reasonable and appropriate adjustments will be made between the parties as to the manner in which operating costs are apportioned if it would otherwise be inequitable to apportion costs strictly on a per-acre basis.

2. A culinary well located on Ken's real property, described in Exhibit "B" attached hereto and incorporated herein by reference, services adjoining real property owned by Kevin, a dairy located on adjoining property owned by Bob and Robert's residence. Ken grants to Kevin, Bob, and Robert a permanent right-of-way and easement to maintain, operate, repair and replace, as necessary, the existing well, pump, and water lines for the pumping and transportation of water from the said culinary well, over, under, and through the real property owned by Ken as described in Exhibit "B" to the adjoining real property of Kevin, Bob and Robert, and to permit the joint use and maintenance of said well for culinary purposes as contemplated by this agreement. All utility costs and costs of maintenance, repair and replacement of the existing pump, motor, pipeline and well and any related equipment shall be shared equally by Bob and Kevin, Robert's use of the system being limited as a backup only for his residential culinary use.

3. In the event any of the parties hereto shall be required to employ an attorney for the enforcement of this agreement, with or without suit, the party at fault shall pay the prevailing party's reasonable attorneys fees and costs.

4. All provisions of this contract shall be binding upon the successors, heirs, administrators, tenants and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

Bob A. Hobbs
BOB A. HOBBS

Irma V. Hobbs
IRMA V. HOBBS

Robert J. Hobbs
ROBERT J. HOBBS

Kimberley Hobbs
KIMBERLEY HOBBS

Ken D. Hobbs
KEN D. HOBBS

Kevin W. Hobbs
KEVIN HOBBS

STATE OF IDAHO)
County of Franklin)

On this 29th day of September, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared BOB A. HOBBS and IRMA V. HOBBS, husband and wife, ROBERT J. HOBBS and KIMBERLEY HOBBS, husband and wife, KEN D. HOBBS and KEVIN W. HOBBS known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Steven R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at Preston, Idaho
Commission Expires: 4/19/93

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 16: Beginning at the Southwest corner of the Southwest Quarter of said Section 16, and running thence North 535 feet; thence South $88^{\circ}38'$ East 445 feet, more or less, to a point due North of a point 440 feet due East of the point of beginning; thence South 548 feet, more or less, to a point 440 feet due East of the point of beginning; thence West 440 feet to the point of beginning.

Section 17: Commencing at the North Quarter corner of said Section 17, and running thence West 1621 feet, more or less, to the East right-of-way line of U. S. Highway 91; thence in a Southeasterly direction along the East right-of-way to the point at which said East right-of-way crosses the South line of said Section 17; thence East 2927 feet, more or less, to the Southeast corner of said Section 17; thence North 3168 feet; thence West 2640 feet; thence North 2112 feet to the place of beginning.
EXCEPTING THEREFROM: That portion of the Northwest Quarter of said Section 17 lying within the right-of-way of the County road, said County road running along the North line of said Section 17.

Section 20: Beginning at the North Quarter corner of said Section 20, and running thence South 462 feet; thence East 660 feet; thence South 198 feet; thence East 252.12 feet; thence North $38^{\circ}00'$ East 62.7 feet; thence North $80^{\circ}14'$ East 310.2 feet, more or less, to the West bank of Cub River; thence in a general Northeasterly direction along the West bank of Cub River to a point in the North line of said Northeast Quarter that is 1402.5 feet, more or less, East of the point of beginning; thence West 1402.5 feet, more or less, to the point of beginning.

ALSO, commencing at the North Quarter corner of Section 20, and running South $51^{\circ}22'14''$ West 1650.35 feet to THE TRUE POINT OF BEGINNING; thence South $11^{\circ}53'$ East 160.00 feet; thence South $79^{\circ}07'$ West 115.00 feet to the East right-of-way line of Yellowstone Highway; thence North $11^{\circ}53'$ West 160.00 feet along said Highway; thence North $79^{\circ}07'$ East 115.00 feet to the true point of beginning.

Together with thirty (30) shares of Cub River Irrigation Company stock.

180394 6-8

EXHIBIT "g"

PARCEL A:

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 8: Beginning at the South Quarter corner of said Section 8, and running thence North 2293.5 feet, more or less, to a point that is 346.5 feet South of the Center of said Section 8; thence West 749.75 feet; thence South 780.6 feet; thence West 604.85 feet; thence North 1127.10 feet to the Centerline of said Section 8; thence West 625.4 feet, more or less, to the East right-of-way line of U.S. Highway 91; thence South 7°44' East 2695 feet, more or less, to the South line of said Section 8; thence East 1621 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the Southwest Quarter of said Section 8 and running thence North 1°23' West 670.5 feet to the TRUE POINT OF BEGINNING; thence West 106 feet; thence North 1°23' West 208.7 feet; thence East 106 feet; thence South 1°23' East 208.7 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: That portion of the Southwest Quarter of said Section 8 lying within the rights of way of the County roads running along the East side and the South side of said Southwest Quarter of said Section 8.

PARCEL B:

Section 17:
& Section 20

Commencing at a point 528 feet East of the Northwest corner of the Southwest Quarter of said Section 17, said point being on the East right-of-way line of the Old Yellowstone Highway, and running thence South 11°53' East along said right-of-way line 3026.5 feet, more or less, to the point of intersection of the North right-of-way line of Field Street with the East right-of-way line of the Old Yellowstone Highway, said point of intersection being approximately 1125 feet East and 370 feet South of the Northwest corner of said Section 20; thence East 628 feet, more or less, to the West right-of-way line of the Oregon Short Line Railroad; thence Northwesterly along the said West right-of-way line of the Oregon Short Line Railroad 3000.0 feet, more or less, to the point at which said right-of-way line crosses the North line of the Southwest Quarter of said Section 17; thence West to the point of beginning.

ALSO, commencing at the point of intersection of the West right-of-way line of U.S. Highway 91 with the South line of said Section 17, said point of intersection being approximately 317 feet West of the South Quarter corner of said Section 17, and running thence Northwesterly along said West right-of-way line 1950 feet, more or less, to a point at which the said West right-of-way line meets the East right-of-way line of the Oregon Short Line Railroad; thence Southeasterly along said East right-of-way line to the point at which said East right-of-way

(Continued)

line crosses the South line of said Section 17; thence East 675 feet, more or less, to the point of beginning. EXCEPTING THEREFROM: Commencing at the Southeast corner of the Southwest Quarter of Section 17, and running thence West 265.00 feet to the West right-of-way line of U.S. Highway 91 to the TRUE POINT OF BEGINNING; thence South $89^{\circ}15'$ West 242.91 feet; thence North $2^{\circ}15'$ West 132.80 feet; thence North $86^{\circ}26'11''$ East 182.76 feet to the West right-of-way line of U.S. Highway 91; thence South $^{\circ}$ East 155.44 feet along said line to the true of beginning.

Section 20: Commencing at a point which is 1540 feet North and 276 feet East and North $19^{\circ}21'$ West 210 feet and North 46° West 88 feet from the South Quarter corner of Section 20, the TRUE POINT OF BEGINNING; thence North $16^{\circ}31'$ West 1250 feet, more or less, to North side of Old Mill Race; running thence Northeasterly along Cub River to U.S. Highway 91; thence Southeasterly along said Highway 130 rods to old U.S. Highway right-of-way; thence West 54 rods, more or less, to the true point of beginning.

Section 28: Commencing at a point that is 1278.75 feet South and 1248 feet East of the Northwest corner of said Section 28, and running thence North 1006.5 feet, more or less, to the Eldon D. Kingsford property line; thence West along property line 431.5 feet; thence South 355.5 feet; thence West 57.75 feet; thence Southerly 650.5 feet, more or less, to a point that is 528 feet, more or less, West of the point of beginning; thence East 528 feet, more or less, to the point of beginning.

Section 29: Commencing at a point that is 877.8 feet West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 660 feet, more or less; thence North 1468.5 feet, more or less, thence East in line with City Survey 676.5 feet, more or less, thence South in line with City Survey 1452 feet, more or less, to the place of beginning.

ALSO, beginning at the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 877.5 feet; thence North 1019.5 feet; thence East 874.5 feet, more or less, thence South 987.5 feet, more or less, to the Southeast corner of the Northeast Quarter and the place of beginning.

ALSO, commencing at a point that is 429 feet West and 907.5 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence West 330 feet; thence North 330 feet; thence East 330 feet; thence South 330 feet to the place of beginning, and further described as Lots 2 and 3 in Block 2 of Franklin Village, as shown on the official plat of said Franklin Village, now on file in the office of the County, Recorder of Franklin County, Idaho.

(Continued)

180394 8-8

ALSO, commencing at a point that is 773 feet West and 511 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence South 50 feet; thence East 100 feet; thence North 50 feet; thence West 100 feet to the place of beginning.

ALSO, commencing 61 rods 16 links North of a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence North in a line with City Survey 42 rods and 10 links; thence East 14 rods 23 links; thence South 46 rods 6 links, more or less; thence Westerly 15 rods 11 links, more or less, to the place of beginning.

Together with twenty (20) shares of the Cub River Irrigation Company stock.

Together with 437 shares of the Franklin Maple Creek Pioneer Irrigation Company Stock.

180472 1-3

Recorded at the request of

Franklin County, Idaho

WARRANTY DEED

OCT 10 1988

LORAE E. JOHNSON, RECORDER

By SD Sherrill Deputy
FRANKLIN COUNTY, IDAHO

FOR VALUE RECEIVED

BOB A. HOBBS and IRMA V. HOBBS, husband and wife, both individually and as Trustees of the Bob A. Hobbs Family Trust dated October, 24, 1983,

the grantors, do hereby grant, bargain, sell and convey unto

MICHAEL H. HOBBS and JILL B. HOBBS, husband and wife,

whose current address is

4173 South Parkinson Road, Franklin, Idaho 83237

the grantees, all of their right, title and interest in the following described premises, in Franklin County, Idaho, to wit:

See Attached Exhibit "A"

Subject to any currently existing mortgages, deeds of trust, contracts or other liens of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances, except as described herein, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED:

6/16/88

Bob A. Hobbs
BOB A. HOBBS, individually and as a
Trustee of the Bob A. Hobbs Family
Trust

Irma V. Hobbs
IRMA V. HOBBS, individually and as a
Trustee of the Bob A. Hobbs Family
Trust

STATE OF IDAHO

County of Franklin

On this 16th day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared BOB A. HOBBS and IRMA V. HOBBS, husband and wife, and as Trustees of the Bob A. Hobbs Family Trust dated October, 24, 1983, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Steven K. Fuller
NOTARY PUBLIC for State of Idaho
Residing at Preston, Idaho
Comm. Expires: 2/12/93

Mark C. Cull

EXHIBIT "A"

Property Michael H. Hobbs and Jill B. Hobbs are to receive
in dissolution of partnership located in Franklin County, Idaho.

1. WENDELL SMITH PROPERTY

Townships 13 and 14 South, Range 40 East of the Boise Meridian

Sections 2, 35,

26 and 36: Commencing at the Northeast corner of Section 2,
Township 14 South, Range 40 East of the Boise Meridian,
and running South 40°34'43" West 363.00 feet to the TRUE
POINT OF BEGINNING, thence generally along an existing
fenceline the following courses: South 64°58'59" West
546.25 feet; North 35°18'40" West 485.28 feet; thence
North 39°41'12" West 257.42 feet; thence North 25°49'08"
East 377.70 feet; thence North 16°39'05" West 547.07
feet; thence North 42°17'00" West 2013.98 feet; thence
North 09°20'58" West 820.02 feet; thence North 69°38'02"
East 1088.49 feet; thence North 0°00'00" East 90.00 feet;
thence North 77°00'19" West 533.67 feet; thence North
49°14'11" West 812.22 feet; thence North 14°02'10" West
577.24 feet; thence North 60°19'01" East 575.52 feet;
thence North 47°58'53" West 679.74 feet; thence North
1°54'33" East 300.17 feet; thence North 38°15'15" West
331.10 feet; thence North 15°19'18" East 399.06 feet;
thence South 81°42'10" East 727.62 feet; thence South
0°36'50" East 1490.08 feet; thence South 89°34'21" East
2680.07 feet; thence South 0°00'00" East 2680.00 feet;
thence South 89°43'11" West 1160.00 feet; thence South
39°03'18" West 3092.27 feet to the true point of beginning

Township 13 South, Range 40 East of the Boise Meridian

Section 24: Commencing at the Northwest corner of the SE¼SW¼,
thence East 73 rods; thence Southeasterly to a
point 52 rods West of the Southeast corner of the
SW¼SE¼; thence West 108 rods; thence North 80 rods
to the point of beginning.

Section 25: S¼NW¼. ALSO, Beginning at a point 40 rods South of
the Northeast corner of the NW¼NW¼ of Section 25,
and running thence Southwesterly to the Southwest
corner of the NW¼NW¼; thence East 80 rods; thence
North 40 rods to the point of beginning.

ALSO, Commencing at the Northwest corner of the
Northeast Quarter of the Northwest Quarter of
Section 25, thence South 80 rods; thence East 28
rods; thence Northeasterly to a point 108 rods
East of point of beginning; thence West 108 rods
to place of beginning.

Section 26: SE¼NE¼.

SUBJECT TO AN EXISTING right of way over and across the above described
premises on existing and established roads.

DATE: 6/16/88 Initials: BMH JDH

HAROLD BAIRD PROPERTY

Township 13 South, Range 40 East of the Boise Meridian

Section 24: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 24, and running thence North 80 rods; thence West 37 rods; thence Southeasterly to a point 52 rods West of the point of beginning; thence East 52 rods to the place of beginning.

Section 25: W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, ALSO, Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 25, and running thence South 80 rods; thence West 132 rods; thence Northeasterly to a point 52 rods West of the place of beginning; thence East 52 rods to the place of beginning.

Section 26: E $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM: Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 26, and running thence South 50 rods; thence Northeasterly to a point 41 rods East of the point of beginning; thence West 41 rods to the point of beginning.

2. FRANK SMITH PROPERTY

Township 16 South, Range 40 East of the Boise Meridian

Section 20: Part of the SE $\frac{1}{4}$ of Section 20 described as follows:

Beginning at a point West 343.4 feet from a point North 2124.6 feet from the Southeast corner of said Section 20, to a point in the North right-of-way line of a City street, said point of beginning being East 5 rods, by record, from the Southwest corner of Lot 1, Block 21, as appears by the plat of the Village of Franklin, Idaho, running thence West 172.35 feet; thence South 21°08' West 31 feet; thence South 32°15' West 160 feet to the East right-of-way line of a field road; thence Northerly 176 feet and 158.3 feet; thence East 190.4 feet; thence South 334.3 feet to the point of beginning.

EXCEPTING THEREFROM: Commencing at a point 115.1 feet West of the Southwest corner of Lot 1, Block 21, as appears by the Plat of the VILLAGE OF FRANKLIN, running thence North 88 feet; thence West 108 feet, more or less, to the West line of Block 21; thence Southwesterly 150 feet, more or less, to the Southwest corner of Block 21; thence North 71°13' East 142 feet; thence North 15 feet to the point of beginning.

SUBJECT TO Deed of Trust to UTAH MORTGAGE LOAN CORPORATION recorded October 6, 1975, which Grantees herein assume and agree to pay.

DATE: 6/16/85 Initials: BAH JAH

180471

WARRANTY DEED

FOR VALUE RECEIVED

MICHAEL H. HOBBS and JILL B. HOBBS, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

BOB A. HOBBS and IRMA V. HOBBS, husband and wife,

whose current address is

4018 South Parkinson Road, Franklin, Idaho 83237

the grantees, all of their right, title and interest in the following described premises, in Franklin County, Idaho, to wit:

See Attached Exhibit "A"

Subject to any currently existing mortgages, deeds of trust, contracts or other liens of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances, except as described herein, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED:

6/16/88

Michael H. Hobbs
MICHAEL H. HOBBS

Jill B. Hobbs
JILL B. HOBBS

STATE OF IDAHO }

County of Franklin }

On this 16th day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL H. HOBBS and JILL B. HOBBS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Steve R. Zeller
NOTARY PUBLIC for State of Idaho
Residing at Preston, Idaho
Comm. Expires: 2/12/93

Property Bob A. Hobbs and Irma V. Hobbs are to receive in dissolution of partnership located in Franklin County, Idaho.

1. MARVIN HEELEY PROPERTY (one-half (1/2) interest)

Commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 21, Township 16 South, Range 40 East of the Boise Meridian, and running thence West 501.5 feet; thence South 383 feet; thence North 87°38' West 985.5 feet; thence South 50° West 578 feet; thence North 88°37' West 400 feet; thence South 11°12' West 394 feet; thence East 2029.5 feet; thence North 1320 feet to the place of beginning. And 250 shares of First Preferred Stock of Franklin Pioneer Maple Creek Irrigation Company

2. CALVIN PARKINSON PROPERTY

Township 16 South, Range 40 East of the Boise Meridian
Section 20: Commencing at a point which is 1540 feet North and 276 feet East and North 19 degrees 21 minutes West 210 feet; thence North 46 degrees West 88 feet from the South Quarter Corner of Section 20, thence North 16 degrees 31 minutes West 1250 feet, more or less, to the North side of old Mill race; running thence Northeasterly along Cub River to the U. S. Highway 91; thence Southeast along said Highway 130 rods to the old U. S. Highway right of way; thence West 54 rods, more or less, to the place of beginning.

3. GENE HAWKES PROPERTY:

Township 16 South, Range 40 East of the Boise Meridian
Section 8: Beginning at the South Quarter Corner of Section 8, and running thence North 139 rods, more or less, to a point 21 rods South of the Center of said Section 8, thence West 749.75 feet, thence South 789.60 feet, thence West 604.85 feet, thence North 1127.10 feet to the center line of said Section 8, thence West 625.4 feet, more or less, to the East Right-of-Way line of U. S. Highway 91, thence South 7°44' East 2695 feet, more or less, to the South line of said Section 8, thence East 1600 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the SW1/4 of Section 8, and running thence North 1°23' East 670.5 feet to the true point of beginning, thence running West 106 feet, thence North 1°23' East 208.7 feet, thence East 106 feet, more or less, to a point 208.7 feet, more or less, 1° East from the point of beginning, thence South 1°23' West 208.7 feet, more or less, to the true point of beginning.

DATE: 6/16/88 Initials: MH GH

4. THE GALLEGOS PROPERTY

Township 16 South, Range 40 East of the Boise Meridian

Section 29: Commencing at a point 46 rods and 14 feet West and 30 rods 16 feet South of the Northeast corner of the Northeast Quarter of Section 29, and running thence South 50 feet; thence East 100 feet; thence North 50 feet; thence West 100 feet to the place of beginning.

5. THE LEE BIGGS PROPERTY

Commencing at a point Twenty-six (26) rods West and Fifty-five (55) rods South of the Northeast corner of the North-east Quarter of Section Twenty-nine (29), in Township Sixteen (16) South of Range Forty (40) East of the Boise Meridian, Idaho, and running thence West Twenty (20) rods; thence North Twenty (20) rods; thence East Twenty (20) rods; thence South Twenty (20) rods, to the place of beginning, containing Two and One-half (2½) acres.

And further described as being Lots Two (2) and Three (3) in Block Two (2) of Franklin Village, as shown by the official Plat of said Franklin Village, now on file in the office of the County Recorder of Franklin County, Idaho.

6. THE CONRAD DONEY PROPERTY

Commencing at the Northwest corner of the Southeast quarter of Section 17, Township 16 South, Range 40 East, Boise Meridian, running thence East 160 rods, thence South 30 1/2 rods, thence West 160 rods, thence North 30 1/2 rods to the place of beginning.

7. THE LESTER LOWE PROPERTY

Commencing at a point 77-1/2 rods South and 1248 feet East of the Northwest corner of Section 28, Township 16 South, Range 40 East of the Boise Meridian, and running thence North 1006.5 feet; thence West 431.5 feet; thence South 21 rods 9 feet; thence West 3-1/2 rods; thence South 39 rods 7 feet; thence East 528 feet to the place of beginning.

Also, commencing at a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, and running thence West 40 rods; thence North 89 rods; thence East in line with City survey 41 rods; thence South in line with City Survey 28 rods to place of beginning, containing 22-54/160 acres, more or less.

DATE: 6/16/88 Initials: MLH JH

EXHIBIT "A"

PAGE TWO

LESTER LOWE PROPERTY (Cont.)

Also, commencing 61 rods 16 links North of a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, and running thence North in line with City Survey 42 rods and 10 links; thence East 14 rods 73 links; thence South 46 rods 6 links; thence Westerly 15 rods and 11 links to place of beginning, containing 4 acres, more or less.

Also, beginning at the Southeast corner of the Northeast Quarter of Section 29, Township 16 South, Range 40 East of the Boise Meridian, and running thence West 53 rods 3 feet; thence North 61 rods 13 feet; thence East 53 rods; thence South 59 rods and 14 feet to the place of beginning, containing 20.40 acres, more or less.

8. LUELLA DONEY PROPERTY

Township 16 South, Range 40 East of the Boise Meridian

Section 17: Commencing at the Southeast corner of the Northeast quarter and running thence West 160 rods; thence North 32 rods; thence East 160 rods; thence South 32 rods to the place of beginning.

9. THE HOBBS PLACE

Beginning at a point S $11^{\circ}53'$ E along E line of the Yellowstone Highway 41 rods; from the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet E and 370 feet S of the NW corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence S $11^{\circ}53'$ E along E line of Yellowstone Highway 980.5 feet; thence S $9^{\circ}55'$ E along said E line of said Highway 238 feet; thence S $43^{\circ}20'$ E along said E line of said highway 330 feet; thence E 462 feet; thence N $17^{\circ}52'$ E 260 feet; thence N $3^{\circ}39'$ E 198 feet to the W line of the Oregon Short Line Railroad right of way; thence Westerly along said W line of said right of way to a point 40.8 rods, more or less, E of the point of beginning; thence W 40.8 rods to the point of beginning. EXCEPTING THEREFROM: Beginning at a point S $11^{\circ}53'$ E along E line of the Yellowstone Highway 1657 feet; from the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet E and 370 feet S of the NW corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence E 500 feet; thence N $11^{\circ}53'$ W 800 feet; thence W 500 feet; thence S $11^{\circ}53'$ E 800 feet to the place of beginning.

Commencing at a point $30\frac{1}{2}$ rods S of the NW corner of the SE $\frac{1}{4}$ of Section 17, Township 16 South, Range 40 East of the Boise Meridian, running thence E 160 rods; thence S $129\frac{1}{2}$ rods to the SE corner of said Section 17; thence W 160 rods; thence N $129\frac{1}{2}$ rods to the place of beginning.

Also, beginning at NW corner NE $\frac{1}{4}$ Section 20 Township 16 South, Range 40 East of the Boise Meridian, running thence E 40 rods; thence S 28 rods; thence W 40 rods; thence N 28 rods to the place of beginning.

DATE: 6/16/38

Initials: ML JH

EXHIBIT "A"

PAGE THREE

THE HOBBS PLACE (cont.)

Also, beginning at a point 40 rods E of the NW corner of NE $\frac{1}{4}$ section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence S 40 rods; thence E 15.28 rods; thence N 38°00' E 3.60 rods; thence N 80°14' E 18.80 rods, more or less, to the right bank of Cub River; thence in a general NEasterly direction up the right bank of Cub River to a point in the N line of said NE $\frac{1}{4}$ of said section 20 which is 45 rods E of the place of beginning, thence W 45 rods to the place of beginning.

Beginning at SW corner SW $\frac{1}{4}$ Section 16, Township 16 South, Range 40 East of the Boise Meridian, running thence N 535 feet; thence S 88°38' E 445 feet; more or less, to a point due N of a point 440 feet due E of the point of beginning; thence S 548 feet, more or less, to a point 440 feet due E of the point of beginning; thence W 440 feet to the point of beginning.

Commencing at a point which is 1540 feet N and 276 feet E and N 19°21' W 210 feet; thence N 46° W 88 feet from the SE corner of section 20, Township 16 South, Range 40 East of the Boise Meridian, thence N 16°31' W 1250 feet, more or less, to N side of Old Mill race; running thence NEasterly along Cub River to U.S. Highway #91; thence SE along said highway 130 rods to old U.S. Highway right of way; thence W 54 rods, more or less, to place of beginning.

Together with all water and water rights appertaining thereto.

As part of the consideration hereof, the grantees herein agree, that this property will not be sold to anyone that is not a direct heir of the grantors herein.

Township 16 South, Range 40 East of the Boise Meridian,

Section 20: Beginning at a point South 11°53' East along the East line of the Yellowstone Highway 1657 feet; from the Point of Intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20; and running thence East 500 feet; thence North 11°53' West 800 feet; thence West 500 feet; thence South 11°53' East 800 feet to the place of beginning.

Except the following tract:

Township 18 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 20: Beginning at the intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20, and running thence South 10°53' East along the East line of the Yellowstone Highway 676.5 feet; thence South 11°53' East along the East line of said Highway 980.5 feet; thence South 9°55' East along East line of said Highway 238 feet; thence South 43°30' East along East line of said Highway 150 feet to the TRUE PLACE OF BEGINNING; and running thence

DATE: 6-16-88
EXHIBIT "A"

Initials: MH JH

PAGE FOUR

(cont.)

180471 6-8

North 46°30' East 100 feet; thence South 43°30' East 200 feet; thence North 46°30' East 348.3 feet; thence North 14°15' West 341 feet; thence North 79°00' East 205.97 feet to the Oregon Short Line Railroad right-of-way; thence South 16°30' East 246.56 feet; thence South 3°39' West 108 feet; thence South 17°52' West 268 feet; thence South 40°56' West 364 feet to the East line of the Yellowstone Highway; thence North 43°30' West 470 feet along the East line of said highway to the true point of beginning.

ALSO, beginning at the intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20, and running thence South 10°53' East along the East line of the Yellowstone Highway 676.5 feet; thence South 11°53' East along the East line of said Highway 980.3 feet; thence South 9°55' East along East line of said Highway 338 feet; thence South 43°30' East along East line of said highway 30 feet to the TRUE PLACE OF BEGINNING, thence South 43°30' East 120 feet; thence North 46°30' East 170 feet; thence North 43°30' West 120 feet; thence South 46°30' West 100 feet to the place of beginning.

10. THE B. R. PARKINSON PLACE

Township 16 South, Range 40 East of the Boise Meridian

Section 20: Beginning at a point South 11°33' East along the East line of the Yellowstone Highway, 41 rods; from the point of the intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20; and running thence South 11°33' East along the East line of the Yellowstone Highway 980.3 feet; thence South 9°55' East along said East line of said Highway 238 feet; thence South 42°20' East along said East line of said Highway 330 feet; thence East 462 feet; thence North 17°52' East 268 feet; thence North 3°39' East 108 feet to the West line of the Oregon Short Line Railroad right-of-way; thence Northwesterly along said West line of said right-of-way to a point 40.8 rods, more or less, East of the point of beginning; thence West 40.8 rods to the point of beginning.

DATE: 6/16/88

Initials: ML JH

EXHIBIT "A"

PAGE FIVE

11. MYRTLE WOODWARD PROPERTY (one-half 1/2 interest)

Township 16 South, Range 40 East of the Boise Meridian,
Franklin County, Idaho

Section 10: Commencing at the Southwest corner of Section 10, and running thence East 1885 feet; thence North 29° 36' West 85.8 feet; thence North 18° 09' West 100 feet; thence North 22° 14' East 83.6 feet; thence West 1310 feet; thence Southwest 410 feet to the place of beginning.

Section 15: NW1/4; N1/2NW1/4; NE1/4NW1/4; N1/2SE1/4NW1/4.

ALSO, conveying the following water rights: 7/20 interest or more in the Flack Ditch and 1/2 interest in the Woodward Ditch. Also, 1/2 interest in a certain spring that furnishes water for house use, stock, garden and lawn.

Township 16 South, Range 40 East of the Boise Meridian

Section 15: NW1/4NW1/4.

EXCEPT THE FOLLOWING:

Township 16 South, Range 40 East of the Boise Meridian

Section 15: Commencing at the Southwest corner of the NW1/4NW1/4 of said Section 15, and running thence North 230 feet; thence East 157 feet; thence South 230 feet; thence West 152 feet to the point of beginning.

12. RUBY HOBBS PLACE

Commencing at a point on the West side of the State Highway 117 feet West of the North quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence South 25° 03' East 53 feet along the West side of the State Highway to a point approximately 200 feet South and 45 feet West from the North quarter corner of said Section 20; thence West 100 feet, more or less, to the East side of the Railroad right of way; thence Northwesterly along said Railroad right of way to a point 527 feet, more or less, West of the place of beginning; thence East 527 feet, more or less, to the place of beginning.

Also, beginning at the point of intersection of Field Street with the Yellowstone Highway, said point being approximately 1125 feet East and 370 feet South of the Northwest corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence South 11° 53' East along the East line of the Yellowstone Highway 41 rods; thence East 40.8 rods, more or less, to the West line of the Oregon Short Line Railroad right of way; thence Northwesterly along said West line of said right of way 41 rods to the South boundary line of Field Street; thence West along the South boundary line of said street 628 feet to the place of beginning.

DATE: 6/16/88 Initials: MM JH

13. ADELE WRIGHT PROPERTY

480471 8-8

Commencing at the Northeast corner of the Northwest Quarter of Section 17, Township 16 South, Range 40 East of the Boise Meridian, and running thence West 102 rods, thence following the center of Utah Northern Railroad (Now Oregon Short Line Railroad) to the South line of the Northwest Quarter of Section 17; as above described, thence East 76 rods, thence North 160 rods to the place of beginning.

ALSO, Commencing at a point 796 feet North and 833 feet East of the Southwest Corner of Section 17, Township 16 South, Range 40 East of the Boise Meridian, running thence North $9^{\circ}30'$ West 1171 feet, thence East 757 feet, thence South $7^{\circ}30'$ East 1168 feet, thence West 730 feet to the place of beginning.

ALSO, Commencing at a point 32 rods East of the Northwest Corner of the Southwest Quarter of Section 17, Township 16 South, Range 40 East of the Boise Meridian, and running thence Southward, bearing slightly to the East and parallel with the County Road, 161 rods to a point 58 rods and 8 links East of the Southwest corner of said Section, East 60 feet, thence Northward bearing slightly to the West and parallel with said county road 48 rods and 11 links, thence West 10 feet, thence Northward continuing as before, parallel with said County Road 70-12/33 rods, thence East 46-15/22 rods, thence Southward, bearing slightly to the East and parallel with the railroad, 70-26/33 rods, thence West 13 feet thence Southward continuing parallel with the Oregon Short Line Railroad to a point 93 rods and 22 links East of the Southwest corner of said Section, 8 rods and 22 links, thence East 60 rods and 3 links to the Southeast Corner of the Southwest Quarter of said Section, thence North 160 rods, thence West 128 rods to place of beginning.

Also,

Commencing at a point on the northline of Section 17, Township 16 South, Range 40 East, of the Boise Base & Meridian, on the east line of the right-of-way of the Oregon Short Line Railway and running thence southeasterly on said east line 965 feet; thence east 66 feet; thence northwesterly on a line parallel with the east line of said right-of-way 965 feet; thence west 66 feet to the place of beginning.

Beginning at a point 66 feet east of a point on the north line of Section 17, Township 16 South, Range 40 East of the Boise Base & Meridian, and on the east line of the right-of-way of the Oregon Short Line Railroad; thence southeasterly 306 feet on a line parallel to the east line of the right-of-way of said Oregon Short Line Railroad; thence east 142.35 feet; thence northwesterly 306 feet on a line parallel to the east line of the right-of-way of said Oregon Short Line Railroad; thence west 142.35 feet to place of beginning.

Subject to rights of way for railroad and public roads as same may now exist over and to use said above lands.

WATER RIGHTS:

All water and water rights of every kind and description and however evidenced, used upon or appurtenant to the above property which, in any manner, entitled the owner of the property to water, including but not limited to:

63 3/4 shares of Cub River Irrigation Co.
595 First Preferred Shares of Franklin Maple Creek
Irrigation Co.

State of Idaho Department of Water Resources Water Right License
Numbers 29765/13-2236 and 13-7231.

DATE: 6/16/88 Initials: PH JN

180476 1-3

WARRANTY DEED

Recorded at the request of

Erma V. Hobbs

am OCT 10 1989 12:00 am

LAUREL CHAMBERLAIN

By B. J. Hobbs Deputy
FRANKLIN COUNTY, IDAHO

FOR VALUE RECEIVED,

BOB A. HOBBS and IRMA V. HOBBS, husband and wife

do hereby grant, bargain, sell and convey unto

ROBERT J. HOBBS and KIMBERLY A. HOBBS, husband and wife,

whose current address is

4173 South Parkinson Road
Franklin, ID 83237

the Grantees, the following described premises, in Franklin County, Idaho,
to wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantees, their heirs and assigns forever. And the said Grantees do
hereby covenant to and with the said Grantees, that they are the owners in
fee simple of said premises; that they are free from all encumbrances and
that they will warrant and defend the same from all lawful claims
whatsoever.

DATED: September 27, 1989

Bob A. Hobbs
BOB A. HOBBS

Erma V. Hobbs
IRMA V. HOBBS

STATE OF IDAHO }

County of Franklin }

On this 27th day of September, 1989, before me, the undersigned, a
Notary Public in and for said State, personally appeared BOB A. HOBBS and
IRMA V. HOBBS, husband and wife, known or identified to me to be the persons
whose names are subscribed to the within instrument and acknowledged to me
that they executed the same.

Steve R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Princeton, ID
Comm. Expires: 2/19/93



Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 16: Beginning at the Southwest corner of the Southwest Quarter of said Section 16, and running thence North 535 feet; thence South $88^{\circ}38'$ East 445 feet, more or less, to a point due North of a point 440 feet due East of the point of beginning; thence South 548 feet, more or less, to a point 440 feet due East of the point of beginning; thence West 440 feet to the point of beginning.

Section 17: Commencing at the North Quarter corner of said Section 17, and running thence West 1821 feet, more or less, to the East right-of-way line of U. S. Highway 91; thence in a Southeasterly direction along the East right-of-way to the point at which said East right-of-way crosses the South line of said Section 17; thence East 2927 feet, more or less, to the Southeast corner of said Section 17; thence North 3168 feet; thence West 2540 feet; thence North 2118 feet to the place of beginning.
EXCEPTING THEREFROM: That portion of the Northwest Quarter of said Section 17 lying within the right-of-way of the County road; said County road running along the North line of said Section 17.

Section 20: Beginning at the North Quarter corner of said Section 20, and running thence South 462 feet; thence East 860 feet; thence South 198 feet; thence East 252.12 feet; thence North $39^{\circ}00'$ East 62.7 feet; thence North $80^{\circ}14'$ East 310.2 feet, more or less, to the West bank of Cub River; thence in a general Northeasterly direction along the West bank of Cub River to a point in the North line of said Northeast Quarter that is 1402.5 feet, more or less, East of the point of beginning; thence West 1402.5 feet, more or less, to the point of beginning.

ALSO, commencing at the North Quarter corner of Section 20, and running South $51^{\circ}22'14''$ West 1650.35 feet to THE TRUE POINT OF BEGINNING; thence South $11^{\circ}53'$ East 160.00 feet; thence South $79^{\circ}07'$ West 115.00 feet to the East right-of-way line of Yellowstone Highway; thence North $11^{\circ}53'$ West 160.00 feet along said Highway; thence North $79^{\circ}07'$ East 115.00 feet to the true point of beginning.

Together with thirty (30) shares of Cub River Irrigation Company stock.

180476 3-3

Exhibit "A" continued

Together with a $\frac{1}{2}$ mile, 6" buried main line, a 20 H.P. Lincoln motor, (S.N. 1742481), and an Aurora pump (S.N. H77-7252) located on Section 17 described above.

Subject to that certain Joint Use Agreement dated the 29th day of September, 1989 and recorded as Microfilm Instrument No. 180394 in the records of Franklin County, Idaho.

180477 1-4

WARRANTY DEED

Recorded at the request of

Franklin County, IDAHO PCA

1:00
a.m. OCT 10 1989 1:00
p.m.

FOR VALUE RECEIVED

BOB A. HOBBS and IRMA V. HOBBS, husband and wife

do hereby grant, bargain, sell and convey unto

KEN D. HOBBS

whose current address is

312 Parkinson Road
Franklin, ID 83237

the Grantee, the following described premises, in Franklin County, Idaho, to
wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantees, their heirs and assigns forever. And the said Grantors do
hereby covenant to and with the said Grantees, that they are the owners in
fee simple of said premises; that they are free from all encumbrances and
that they will warrant and defend the same from all lawful claims
whatsoever.

Dated: September 29, 1989

B. A. Hobbs
BOB A. HOBBS

Irma V. Hobbs
IRMA V. HOBBS

STATE OF IDAHO

County of Franklin }

On this 29th day of September, 1989, before me, the undersigned, a
Notary Public in and for said State, personally appeared BOB A. HOBBS and
IRMA V. HOBBS, husband and wife, known or identified to me to be the persons
whose names are subscribed to the within instrument and acknowledged to me
that they executed the same.

Steven R. Fells
NOTARY PUBLIC for State of Idaho
Residing at: Princeton, ID
Comm. Expires: 2/19/93



EXHIBIT "A"

PARCEL A:

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Section 8: Beginning at the South Quarter corner of said Section 8, and running thence North 2293.5 feet, more or less, to a point that is 348.5 feet South of the Center of said Section 8; thence West 749.75 feet; thence South 780.6 feet; thence West 504.85 feet; thence North 1127.10 feet to the Centerline of said Section 8; thence West 825.4 feet, more or less, to the East right-of-way line of U.S. Highway 91; thence South 7044' East 2695 feet, more or less, to the South line of said Section 8; thence East 1621 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the Southwest Quarter of said Section 8 and running thence North 1°23' West 670.5 feet to the TRUE POINT OF BEGINNING; thence West 106 feet; thence North 1°23' West 208.7 feet; thence East 106 feet; thence South 1°23' East 208.7 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: That portion of the Southwest Quarter of said Section 8 lying within the rights of way of the County roads running along the East side and the South side of said Southwest Quarter of said Section 8.

PARCEL B:

Section 17:
& Section 20

Commencing at a point 528 feet East of the Northwest corner of the Southwest Quarter of said Section 17, said point being on the East right-of-way line of the Old Yellowstone Highway, and running thence South 11°53' East along said right-of-way line 2026.5 feet, more or less, to the point of intersection of the North right-of-way line of Field Street with the East right-of-way line of the Old Yellowstone Highway, said point of intersection being approximately 1125 feet East and 370 feet South of the Northwest corner of said Section 20; thence East 528 feet, more or less, to the West right-of-way line of the Oregon Short Line Railroad; thence Northwesterly along the said West right-of-way line of the Oregon Short Line Railroad 3000.0 feet, more or less, to the point at which said right-of-way line crosses the North line of the Southwest Quarter of said Section 17; thence West to the point of beginning.

ALSO, commencing at the point of intersection of the West right-of-way line of U.S. Highway 91 with the South line of said Section 17, said point of intersection being approximately 317 feet West of the South Quarter corner of said Section 17, and running thence Northwesterly along said West right-of-way line 1950 feet, more or less, to a point at which the said West right-of-way line meets the East right-of-way line of the Oregon Short Line Railroad; thence Southeasterly along said East right-of-way line to the point at which said East right-of-way

(Continued)

line crosses the South line of said Section 17; thence East 875 feet, more or less, to the point of beginning. EXCEPTING THEREFROM: Commencing at the Southeast corner of the Southwest Quarter of Section 17; and running thence West 285.00 feet to the West right-of-way line of U.S. Highway 91 to the TRUE POINT OF BEGINNING; thence South $89^{\circ}15'$ West 242.91 feet; thence North $2^{\circ}15'$ West 132.80 feet; thence North $86^{\circ}26'11''$ East 182.76 feet to the West right-of-way line of U.S. Highway 91; thence South $25^{\circ}0'$ East 155.44 feet along said line to the true point of beginning.

Section 20: Commencing at a point which is 1540 feet North and 276 feet East and North $19^{\circ}21'$ West 310 feet and North 487 West 88 feet from the South Quarter corner of Section 20, the TRUE POINT OF BEGINNING; thence North $16^{\circ}31'$ West 1250 feet, more or less, to North side of Old Mill Race; running thence Northeasterly along Cub River to U.S. Highway 91; thence Southeasterly along said Highway 130 rods to old U.S. Highway right-of-way; thence West 54 rods, more or less, to the true point of beginning.

Section 28: Commencing at a point that is 1278.75 feet South and 1248 feet East of the Northwest corner of said Section 28, and running thence North 1000.5 feet, more or less, to the Eldon D. Kingsford property line; thence West along property line 431.5 feet; thence South 365.5 feet; thence West 57.75 feet; thence Southerly 650.5 feet, more or less, to a point that is 128 feet, more or less, West of the point of beginning; thence East 528 feet, more or less, to the point of beginning.

Section 29: Commencing at a point that is 877.5 feet West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 660 feet, more or less; thence North 1488.5 feet, more or less; thence East in line with City Survey 678.5 feet, more or less; thence South in line with City Survey 1452 feet, more or less, to the place of beginning.

ALSO, beginning at the Southeast corner of the Northeast Quarter of said Section 29, and running thence West 877.5 feet; thence North 1019.5 feet; thence East 871.5 feet, more or less; thence South 987.5 feet, more or less, to the Southeast corner of the Northeast Quarter and the place of beginning.

ALSO, commencing at a point that is 423 feet West and 907.5 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence West 330 feet; thence North 330 feet; thence East 330 feet; thence South 330 feet to the place of beginning, and further described as Lots 2 and 3 in Block 2 of Franklin Village, as shown on the official plat of said Franklin Village, now on file in the office of the County Recorder of Franklin County, Idaho.

(Continued)

ALSO, commencing at a point that is 722 feet West and 511 feet South of the Northeast corner of the Northeast Quarter of said Section 29, and running thence South 50 feet; thence East 100 feet; thence North 50 feet; thence West 100 feet to the place of beginning.

ALSO, commencing 61 rods 16 links North of a point 53 rods 5 links West of the Southeast corner of the Northeast Quarter of said Section 29, and running thence North in a line with City Survey 42 rods and 10 links; thence East 14 rods 23 links; thence South 46 rods 6 links, more or less; thence Westerly 15 rods 11 links, more or less, to the place of beginning.

Together with twenty (20) shares of the Cub River Irrigation Company Stock.

Together with 437 shares of the Franklin Maple Creek Pioneer Irrigation Company Stock.

Together with a 3/8 mile, 6" buried main line located in Sections 17 and 20 described above, a 15 H.P. submerged culinary pump located in Section 20 described above, and a 3/8 mile, 8" buried main line located on Sections 28 and 29, described above.

This Deed is subject to a Joint Use Agreement dated the 29th day of September, 1989 and recorded as Microfilm Instrument No. 180394 in the records of Franklin County, Idaho.

Ken Hobbs
4087 South Parkinson Road
Franklin, Idaho 83237

248444 1-2

Recorded at the request of
Northern Title

____ a.m. MAR 30 2010 p.m. 12:59

V. ELLIOTT LARSEN, RECORDER
By Shauna Gades Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

Bob A. Hobbs aka Bob Alma Hobbs and Irma Hobbs, Husband and Wife

Grantor(s) of Preston, County of Franklin, State of ID hereby *CONVEY AND WARRANT* to

Ken D. Hobbs and Sharon Hobbs, Husband and Wife

Grantee(s) of Preston, County of Franklin, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Attached "Exhibit A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this 30 day of March, 2010

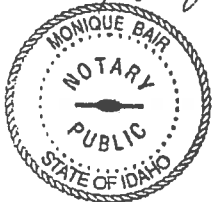
Bob A. Hobbs
Bob A. Hobbs

Irma W. Hobbs
Irma Hobbs

State of ID)
County of Franklin)

On March 30, 2010, personally appeared before me Bob A. Hobbs and Irma Hobbs the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Monique Bair
Notary Public



Residing: Preston, Idaho
Expires: 6-19-2012

shw

Parcel 1

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 17: Commencing at the Southeast Corner of the Southwest Quarter of Section 17 and running West 265.00 feet to the West right-of-way line of U.S. Highway #91 to the true point of beginning; thence South 89°15' West 242.91 feet; thence North 2°15' West 132.80 feet; thence North 86°26'11" East 182.76 feet to the West right-of-way line of U.S. #91; thence South 25°0' East 155.44 feet along said line to the true point of beginning. (02888.01)

Excepting:

Parcel No. 6, Parcel ID No. 0042182, according to the Right of Way Plat of Project No. STP-1490 (106) filed for record in the office of the County Recorder of Franklin County, Idaho, on the 4th day of August, 2003 under Instrument No. 222806; Being a portion of the Southeast Quarter of the Southwest Quarter of Section 17, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho.

Parcel 2

Beginning at a point on the West side of the State Highway, said point being the Northeast Corner of the Franklin Village Square, situated in the Northwest Quarter of Section 20, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, and running thence North 11°18' West along the West side of the aforesaid Highway 1018 feet; thence West 412 feet, more or less; thence due South 1003 feet to the Northwest Corner of the Franklin Village Square; thence South 89°38' East 576 feet to the point of beginning. (02924.00)

Also: Beginning at a point on the North side of the County Road at the Southwest Corner of the Franklin Village Square (above mentioned), and running thence Southwesterly, along the North side of said road to a fence corner on the East side of the Doney Slough; thence Northeasterly following the meanderings of a permanent fence along the Easterly side of said slough to a point where said fence intersects a line running due North from the point of beginning; thence running due South to the point of beginning. (02923.00)

Excepting: Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Commencing at the North Quarter Corner of Section 20, and running thence South 70°44'31" West 1634.46 feet, more or less, to the West right of way line of the Old Yellowstone Highway and the true point of beginning; thence South 8°36'40" East 162.36 feet along the West right of way line of the Old Yellowstone Highway; thence South 82°50'09" West 112.42 feet; thence North 8°36'40" West 162.36 feet; thence North 82°50'09" East 112.42 feet to the true point of beginning. (02922.00)

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

224595 1.2

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 12 Parcel ID No. 0042174

12:30 p.m.
DEC 22 2003

V. ELLIOTT LARSEN, RECORDER
By JESSICA L. GEDDE Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of September, 2003, between ROBERT J. HOBBS AND KIMBERLY A. HOBBS, HUSBAND AND WIFE, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, 3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property situated in the County of FRANKLIN, State of Idaho, To-wit:

Parcel No. 12, Parcel ID No. 0042174, according to the Right of Way Plat of Project No. STP-1490(106) filed for record in the office of the County Recorder of FRANKLIN County, Idaho, on the 4th day of August, 2003 under Instrument No. 222806: Being a portion of the NE $\frac{1}{4}$ of Section 20 and the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 17, Township 16 South Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the herein above described parcel and the Right of Way of US 91, Project No. STP-1490(106) Highway Survey. *Exempt to the 32 ft. (1000) easement of Highway Station 42+60 R. and Highway Station 50+60 R.*
The above described parcel contains approximately 3.30 acres.

Highway Station Reference from Station 43+35 to Station 61+69.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:00 AM

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

224595 2.2

Project No. STP-1490(106)
Key No. 7750
Parcel No. 12 Parcel ID No. 0042174

WARRANTY DEED

fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Robert J. Hobbs
Robert J. Hobbs
Kimberly A. Hobbs
Kimberly A. Hobbs

STATE OF Idaho)
County of Franklin) ss.

On this 9 day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT J. HOBBS and KIMBERLY A. HOBBS, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Charles W. Boyd
Notary Public for State of Idaho
Residing at Franklin, Idaho
My commission expires 12-1-04

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

11/10/2003 9:00 AM

After recording, return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

224593 1-3

Recorded at the request of
NORTHERN TITLE

Project No. STP-1490(106)
Key No. 7750
Parcel No. 14, Parcel ID No. 0042176

12:25
a.m. DEC 2'2 2003 p.m.

V. ELLIOTT LARSEN, RECORDER
By FRANKLIN T. CHAPMAN Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

THIS INDENTURE, Made this 9 day of December, 2003,
between KEN D. HOBBS, Grantor, and the STATE OF IDAHO, IDAHO
TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD,
3311 West State Street, Boise, Idaho 83703, Grantee.

WITNESSETH: That the Grantor, for value received, does, by these
presents, grant, bargain, sell and convey unto the Grantee, the following
described real property situated in the County of FRANKLIN, State of
Idaho, To-wit:

Parcel No. 14, Parcel ID No. 0042176, according to the Right
of Way Plat of Project No. STP-1490(106) filed for record in
the office of the County Recorder of FRANKLIN County, Idaho,
on the 4TH day of AUGUST, 2003 under Instrument No.
222806: Being a portion of the SW $\frac{1}{4}$ of Section 17,
Township 16 South, Range 40 East, Boise Meridian, Idaho.

TOGETHER WITH all rights of access belonging to the Grantor between the
herein above described parcel and the Right of Way of US 91, Project No.
STP-1490(106) Highway Survey. *Exempt for that 20th (then approved) pt.*
Highway Stationed 43+60 to 44.

The above described parcel contains approximately 0.06 acres.

Highway Station Reference from Station 45+47 to Station 51+30.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:05 AM

Project No. STP-1490(106)

Key No. 7750

Parcel No. 14, Parcel ID No. 0042176

224593 2-3

WARRANTY DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.


Ken D. Hobbs

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C.-67-2301

11/10/2003 9:05 AM

260865

Recorded at the request of
Northern Title Co.
Time 1:29 P Amount \$ 10.00

FEB 24 2014

SHAUNA T. GEODES, RECORDER
By [Signature] Deputy
Franklin County, Idaho

QUIT CLAIM DEED

Robert J. Hobbs and Ken D. Hobbs

Grantor(s) of, County of Franklin, State of Idaho,
hereby Quit Claims to:

Opal Parkinson, Trustee of the S. Calvin Parkinson Family Trust by Agreement dated July 10, 1990, and amended on July 7, 1994 and a second amendment on October 27, 2003

Grantee(s) of, County of Franklin, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

Commencing at a point which is 1400 feet North and 586 feet East from the South quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, and running thence West 75 feet; thence North 140 feet, thence West 235 feet, thence North 19°21' West 210 feet, thence North 46° West 88 feet to the South boundary line of land conveyed to The State of Idaho, Idaho Transportation Department by Quit Claim Deed recorded February 11, 2008 under Instrument No. 240571; thence East along said South boundary line 450 feet, more or less, to a point that is 400 feet North of the Point of Beginning; thence South 400 feet to the Point of Beginning.

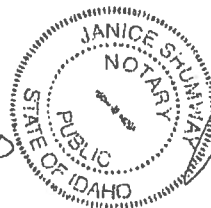
Subject to easements, restrictions and rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said grantor(s), this ~~December 24, 2013~~ February 24, 2014
Robert J. Hobbs
Robert J. Hobbs
Ken D. Hobbs
Ken D. Hobbs

State of ID)
County of Franklin) ss:

2-24-14
On ~~December 24, 2013~~ personally appeared before me Robert J. Hobbs and who duly acknowledged to me that THEY executed the same.

Residing: Preston ID
Expires: 2-12-2017



Janice Shumway
Notary Public

State of ID)
County of Franklin) ss:

2-24-14
On ~~December 24, 2013~~ personally appeared before me Ken D. Hobbs and who duly acknowledged to me that THEY executed the same.

Residing: Preston ID
Expires: 2-12-2017



Janice Shumway
Notary Public