

RECEIVED

FEB 23 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
47-14980			
47-10753			

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

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

Northwest Farm Credit Services, FLCA

815 N. College

P. O. Box 5059

Twin Falls, ID 83301

Phone 208-732-1000

Email

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

CMA Land & Livestock, LLC, a Limited Liability Company

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Northwest Farm Credit Services FLCA
by: Heather McCall, financial specialist.

For Office Use Only

Received by DM Date 2-23-2015 Receipt No. 5034569 Fee \$50-

Processed by AJ _____ Date _____ WR _____ Date _____

SUPPORT DATA

IN FILE # 47-10753

14243272
After Recording Return to:
Farm Credit Services - Twin Falls
815 North College Road
PO Box 5059
Twin Falls, ID 83301-5059

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - JEROME
02:30:08 PM 01-02-2015
2015000045
NO. PAGES 10 FEE: \$37.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

**Mortgage
and Fixture Filing**

On December 30, 2014, CMA Land & Livestock, LLC, a Limited Liability Company, hereinafter called Mortgagors, whose address is

19261 Highway 30
Buhl, ID 83316

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Twin Falls County(ies), State of Idaho, more particularly described as follows (the "Land"):

PARCEL 1:
Township 8 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 32: S½SW¼ SAVE AND EXCEPT the following described:

COMMENCING at the South Quarter corner of said Section 32;
THENCE North 0°06'25" East 1110.39 feet along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING;
THENCE North 89°19'54" West 208.71 (West 208.7 feet);
THENCE North 0°06'25" East 208.71 feet (North 208.7 feet) to a point on the Northerly boundary of the Southeast Quarter of the Southwest Quarter;
THENCE South 89°19'54" East 208.71 feet (East 208.7 feet) along the Northerly boundary of the Southeast Quarter of the Southwest Quarter to the Northeast corner thereof;
THENCE South 0°06'25" West 208.71 (South 208.7 feet) along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING.

PARCEL 2:
Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 5: Lots 2, 3, & 4; S½NW¼; SW¼NE¼

Mortgage
(CMA Land & Livestock, LLC/Note Nos. 6220580 & 6220578)

14243272

After Recording Return to:
Farm Credit Services - Twin Falls
815 North College Road
PO Box 5059
Twin Falls, ID 83301-5059

**Mortgage
and Fixture Filing**

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Section 32: S½SW¼ SAVE AND EXCEPT the following described:

COMMENCING at the South Quarter corner of said Section 32;
THENCE North 0°06'25" East 1110.39 feet along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING;
THENCE North 89°19'54" West 208.71 (West 208.7 feet);
THENCE North 0°06'25" East 208.71 feet (North 208.7 feet) to a point on the Northerly boundary of the Southeast Quarter of the Southwest Quarter;
THENCE South 89°19'54" East 208.71 feet (East 208.7 feet) along the Northerly boundary of the Southeast Quarter of the Southwest Quarter to the Northeast corner thereof;
THENCE South 0°06'25" West 208.71 (South 208.7 feet) along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING.

PARCEL 2:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 5: Lots 2, 3, & 4; S½NW¼; SW¼NE¼

Mortgage
(CMA Land & Livestock, LLC/Note Nos. 6220580 & 6220578)

SAVE AND EXCEPT the following tracts:

Tract No. 1:

All the portion deeded to the State of Idaho as disclosed by Warranty Deed, dated May 5, 1955 and Recorded July 28, 1955 as Instrument No. 447408, recorded of Twin Falls County, Idaho.

Tract No. 2:

COMMENCING at the West quarter corner of Section 5;

THENCE North 1°46'12" East 435.80 feet along the Westerly boundary of said Section 5 to the REAL POINT OF BEGINNING;

THENCE North 1°46'12" East 247.00 feet;

THENCE South 88°13'48" East 160.79 feet to a point 25 feet Westerly of the centerline of Old U.S. 30;

THENCE Southerly 92.51 feet along a curve to the right, having a central angle of 8°20'49" a radius of 635.00 feet and a long chord bearing and distance of South 6°53'14" East 92.43 feet;

THENCE South 2°42'51" East 156.11 feet;

THENCE North 88°13'48" West 186.91 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 3:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

Section 19: NE¼NE¼

PARCEL NO. 4:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 20: NW¼NW¼

PARCEL NO. 5:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in the NW¼SE¼, being more particularly described as follows:

Commencing at the South One Quarter (S¼) corner of said Section 6 from which the Southeast corner of said Section 6 bears North 86°58'44" East - 2639.48 feet;

Thence North 02°17'35" East along the West boundary of the SE¼ of said Section 6 for a distance of 1340.81 feet to the Southwest corner of the NW¼SE¼ of said Section 6, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 02°17'35" East along the West boundary of the SE¼ of said Section 6 for a distance of 613.81 feet;

Thence North 87°26'29" East for a distance of 167.00 feet;

Thence North 28°48'28" East for a distance of 383.36 feet;

Thence North 02°17'35" East parallel with the West boundary of the SE¼ of said Section 6 for a distance 408.53 feet to a point on the North boundary of the NW¼SE¼ of said Section 6;

Thence North 85°45'16" East along the North boundary of the NW¼SE¼ of said Section 6 for a distance of 985.98 feet to the Northeast corner of the NW¼SE¼ of said Section 6;

Thence South 02°21'22" West along the East boundary of the NW¼SE¼ of said Section 6 for a distance of 1355.15 feet to the Southeast corner of the NW¼SE¼ of said Section 6;

Thence South 86°21'51" West along the South boundary of the NW¼SE¼ of said Section 6 for a distance of 1322.69 feet to the TRUE POINT OF BEGINNING.

EXCEPT the West 25.0 feet of the NW¼SE¼ for county road right-of-way.

PARCEL NO. 6:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 6: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

The South 640 feet of the East 575 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$

Tract No. 2:

The North 40 feet of the East 40 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and being more specifically described as follows:

COMMENCING at the Southeast corner of Section 6, T.9 S., R.14 E., B.M., which is marked by a $\frac{1}{2}$ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter Corner of Section 6;

Thence on a bearing of North 2°25'16" East a distance of 1329.11 feet along the East boundary of said Section to the Real Point of Beginning;

Thence from this Real Point of Beginning and parallel with the North boundary of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ on a bearing of South 86°21'40" West a distance of 40.23 feet;

Thence parallel with the East boundary of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ on a bearing of North 2°25'16" East a distance of 40.23 feet to the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence along the said North boundary on a bearing of North 86°21'40" East a distance of 40.23 feet to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6;

Thence along the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ on a bearing of South 2°25'16" West a distance of 40.23 feet to the Point of Beginning.

Section 6: Part of the SE $\frac{1}{4}$ more particularly described as follows:

Commencing at the Southeast corner of said Section 6, from which the South One Quarter (S $\frac{1}{4}$) corner of said Section 6 bears South 86°58'44" West 2639.48 feet,

Thence South 86°58'44" West along the South boundary of the SE $\frac{1}{4}$ of said Section 6 for a distance of 577.60 feet,

Thence North 02°25'16" East parallel with the East boundary of the SE $\frac{1}{4}$ of said Section 6 for a distance of 369.67 feet to the TRUE POINT OF BEGINNING;

Thence North 02°25'16" East parallel with the East boundary of the SE $\frac{1}{4}$ of said Section 6 for a distance of 273.23 feet;

Thence North 86°58'44" East parallel with the South boundary of the SE $\frac{1}{4}$ of said Section 6 for a distance of 258.25 feet to a point on the arc of a non-tangent curve right;

Thence Southwesterly along the arc of the non-tangent curve right for a distance of 395.24 feet, said arc having a radius of 1170.00 feet and a chord bearing and distance of South 43°13'55" West 393.36 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 6: A parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ being described as follows:

Commencing at the Southeast corner of Section 6, Township 9 South, Range 14 East Boise Meridian, which is marked by a $\frac{1}{2}$ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter corner of Section 6;

Thence on a bearing of North 2°25'16" East a distance of 1820.38 feet along the East boundary of said Section 6;

Thence on a bearing of North 82°08'38" West a distance of 23.81 feet to the REAL POINT OF BEGINNING;

Thence from the REAL POINT OF BEGINNING on a bearing of North 82°08'38" West a distance of 478.44 feet;

Thence North 85°44'12" West a distance of 816.07 feet to the West boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 2°21'51" East a distance of 690.77 feet;

Mortgage

(CMA Land & Livestock, LLC/Note Nos. 6220580 & 6220578)

Thence North 85°45'37" East a distance of 906.27 feet;

Thence South 2°25'16" West a distance of 324.55 feet;

Thence North 85°45'20" East a distance of 393.50 feet;

Thence along an approximate fence line South 2°15'47" West a distance of 588.60 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 8:

An Access and Utility Easement in the NW¼SW¼ of Section 5 and NE¼SE¼ of Section 6 all in Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho, for the purpose of ingress and egress and public utilities and being more specifically described as follows:

Commencing at the Southeast corner of Section 6, Township 9 South, Range 14 East Boise Meridian, which is marked with a ½ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter corner of Section 6;

Thence on a bearing of North 2°25'16" East a distance of 1369.34 feet along the East boundary of said Section 6 to the Southeast corner of said NE¼SE¼ and the POINT OF BEGINNING;

Thence from this POINT OF BEGINNING and along the South boundary of the NE¼SE¼ said Section 6 on a bearing of South 86°21'40" West a distance of 40.23 feet;

Thence parallel with the East boundary of said NE¼SE¼ on a bearing North 2°25'16" East a distance of 186.97 feet;

Thence on a bearing of North 73°23'33" West a distance of 23.84 feet;

Thence on a bearing of North 2°17'35" West a distance of 268.55 feet;

Thence South 82°08'38" East a distance of 40.19 feet;

Thence on a bearing of South 2°17'35" East a distance of 262.37 feet along said fence;

Thence on a bearing of South 73°23'33" East a distance of 23.84 feet along said fence to the boundary common to said Sections 5 and 6;

Thence along said Common boundary on a bearing of South 2°25'16" West a distance of 145.12 feet;

Thence on a bearing of South 89°40'25" East a distance of 107.99 feet to the West boundary of State Highway 30;

Thence along said West boundary on a curve to left having a central angle of 0°12'07", a radius of 11,519.16 feet, an ACR length of 40.60 feet, a tangent length of 20.31 feet and a long chord of 40.60 feet on a bearing of South 10°17'12" West to the South boundary of the NW¼SW¼ said Section 5;

Thence along said South boundary on a bearing of North 89°40'25" West a distance of 102.41 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 9:

Township 9 South, Range 14 East, Twin Falls County, Idaho

Section 5:

A parcel of land located in the S½ of said Section 5 and being more particularly described as follows:

COMMENCING at the West One Quarter (W¼) corner of Section 5 from which the Southwest corner of Section 5 bears South 01°53'59" West -2738.98 feet;

THENCE from the West One Quarter (W¼) corner of Section 5 on a bearing of South 89°53'13" East along the North boundary of the SW¼ of Section 5 for a distance of 501.57 feet to a point on the East right-of-way boundary of U.S. Highway 30, said point being on the arc of a curve left;

THENCE along the Easterly right-of-way boundary of U.S. Highway 30 and along the arc of the curve left for a distance of 371.88 feet to the TRUE POINT OF BEGINNING, said arc having a radius of 11399.16 feet and a chord bearing and distance of South 15°53'21" West-371.86 feet;

THENCE North 88°47'57" East for a distance of 93.76 feet;

THENCE North 89°47'04" East for a distance of 2457.45 feet;

THENCE South 86°52'31" East for a distance of 1096.63 feet to a point on the East boundary of the NW¼ SE¼ of Section 5;
 THENCE South 00°21'23" West along the East boundary of the W½ SE¼ of Section 5 for a distance of 2293.50 feet to the Southeast corner of the W½ SE¼ of Section 5;
 THENCE South 89°29'18" West along the South boundary of the W½ SE¼ of Section 5 for a distance of 1374.21 feet to the Southwest corner of the SE¼ of Section 5;
 THENCE North 00°55'22" East along the West boundary of the SE¼ of Section 5 for a distance of 1353.97 feet to the Southeast corner of the N½ SW¼ of Section 5;
 THENCE South 89°47'53" West along the South boundary of the N½ SW¼ of Section 5 for a distance of 2178.29 feet;
 THENCE North 00°12'07" West for a distance of 138.87 feet;
 THENCE North 89°31'20" West for a distance of 296.49 feet to a point on the Easterly right-of-way boundary of U.S. Highway 30;
 THENCE Northeasterly along the Easterly right-of-way boundary of U.S. Highway 30 and along the arc of the curve right for a distance of 888.86 feet to the TRUE POINT OF BEGINNING, said arc having a radius of 11399.16 feet and a chord bearing and distance of North 12°43'15" East-888.63 feet;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the facility, and all additions, replacements, substitutions and accessions;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Mortgagors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Mortgagors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, except those Loan Documents that expressly state they are not secured by the Property described herein, and payment of the indebtedness under the terms of the Note(s) made to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
December 30, 2014		February 1, 2035
December 30, 2014		February 1, 2035

In addition, this Mortgage is intended to secure future loans and advances made by Mortgagee, no matter how evidenced. The continuing validity and priority of this Mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, local or other program, license, easement, or other agreement which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this Mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.

12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this Mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this Mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Mortgage. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Mortgage. This Mortgage may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

18. That Mortgagor warrants that Mortgagor's state of formation is the State of Idaho and Mortgagor's exact legal name is as set forth herein.
19. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This Mortgage is to be recorded in the real estate records of each County in which the Property is located. In that regard, Mortgagor is Debtor and Mortgagee is Secured Party.
20. If the indebtedness is subject to a guarantee from Farm Service Agency, that Mortgagors shall be in default under this Mortgage, the above Note(s) and Loan Documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR, Part 1940, Subpart G, Exhibit M.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

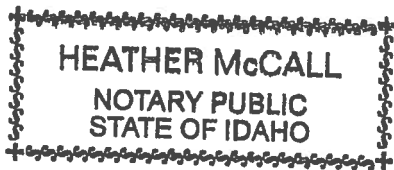
CMA Land & Livestock, LLC, a Limited Liability Company

By: [Signature]
Glenda C. Azevedo, Member

By: [Signature]
Richard S. Azevedo, Member

STATE OF Idaho)
County of Twin Falls)ss.

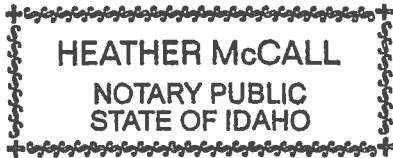
On this 30th day of December, 2014, before me personally appeared Glenda C. Azevedo, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of CMA Land & Livestock, LLC and in the limited liability company name freely and voluntarily.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at File
My commission expires 10/1/2019

STATE OF Idaho)
County of Twin Falls)ss.

On this 30th day of December, 2014, before me personally appeared Richard S. Azevedo, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of CMA Land & Livestock, LLC and in the limited liability company name freely and voluntarily.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at file
My commission expires 10/1/2019

Return Address:

Northwest FCS-Twin Falls
PO Box 5059
Twin Falls, ID 83301-5059

#14243272

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
03:21:25 PM 02-05-2015
2015001680
NO. PAGES 9 FEE: \$34.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

MODIFICATION OF MORTGAGE AND FIXTURE FILING

This Modification of Mortgage and Fixture Filing (this "Modification"), dated as of February 2, 2015, is made by and between **CMA Land & Livestock, LLC**, a Limited Liability Company ("Mortgagor"), whose address is 19261 Highway 30, Buhl, ID 83316, and **Northwest Farm Credit Services, FLCA**, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Mortgage and Fixture Filing dated December 30, 2014 was executed in favor of Mortgagee, which was recorded on January 2, 2015, as Instrument No. 2015000045 in the Official Records of Twin Falls County, Idaho (as modified, amended or restated, the "Mortgage");

WHEREAS, the legal description of the Property in the Mortgage contains errors in Parcel No. 6 and the parties desire to correct said errors by replacing the legal description of the Property in said Mortgage with the legal description set forth on Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Mortgagor and Mortgagee now agree to modify the Mortgage as follows.

**ARTICLE 1
AMENDMENTS**

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. The legal description of the Property in the Mortgage is hereby replaced with the legal description on Exhibit A attached hereto.
- c. All references in the Mortgage to the "Mortgage" are deemed to refer to the Mortgage as amended and supplemented by this Modification.
- d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Mortgage.

Modification of Mortgage and Fixture Filing
(CMA Land & Livestock, LLC/Note Nos. 6220580 & 6220578)

**ARTICLE 2
MISCELLANEOUS**

2.1 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

2.2 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

2.3 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

2.4 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

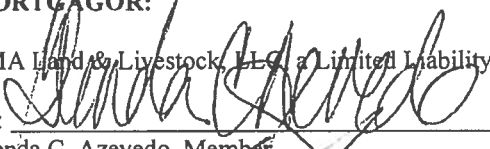
2.5 WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

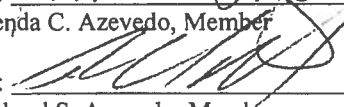
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Modification as of the date first above written.

MORTGAGOR:

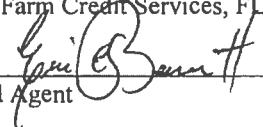
CMA Land & Livestock, LLC, a Limited Liability Company

By: 
Glenda C. Azevedo, Member

By: 
Richard S. Azevedo, Member

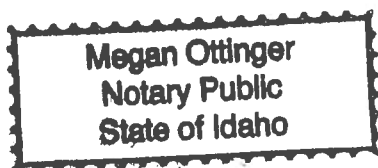
MORTGAGEE:

Northwest Farm Credit Services, FLCA

By: 
Authorized Agent

STATE OF Idaho)
County of Twin Falls)ss.

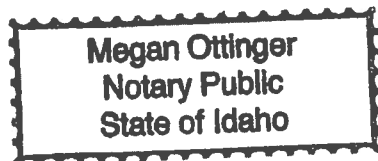
On this 3rd day of February, 2015, before me personally appeared Glenda C. Azevedo, known to me to be a Member in CMA Land & Livestock, LLC, the limited liability company which executed the within instrument, and acknowledged that she executed the same as such Member and in the limited liability company's name freely and voluntarily.



Megan Ottinger
Printed name Megan Ottinger
Notary Public for the State of Idaho
Residing at Twin Falls
My commission expires 7-16-19

STATE OF Idaho)
County of Twin Falls)ss.

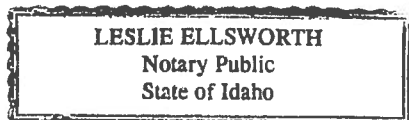
On this 3rd day of February, 2015, before me personally appeared Richard S. Azevedo, known to me to be a Member in CMA Land & Livestock, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Member and in the limited liability company's name freely and voluntarily.



Megan Ottinger
Printed name Megan Ottinger
Notary Public for the State of Idaho
Residing at Twin Falls
My commission expires 7-16-19

STATE OF IDAHO)
County of TWIN FALLS)ss.

On this 2nd day of FEBRUARY, 2015, before me personally appeared ERIC BENNETT, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Leslie Ellsworth
Printed name LESLIE ELLSWORTH
Notary Public for the State of IDAHO
Residing at FLER
My commission expires MAY 2, 2015

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL NO. 1:

Township 8 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 32: S½SW¼ SAVE AND EXCEPT the following described:

COMMENCING at the South Quarter corner of said Section 32;
THENCE North 0°06'25" East 1110.39 feet along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING;
THENCE North 89°19'54" West 208.71 (West 208.7 feet);
THENCE North 0°06'25" East 208.71 feet (North 208.7 feet) to a point on the Northerly boundary of the Southeast Quarter of the Southwest Quarter;
THENCE South 89°19'54" East 208.71 feet (East 208.7 feet) along the Northerly boundary of the Southeast Quarter of the Southwest Quarter to the Northeast corner thereof;
THENCE South 0°06'25" West 208.71 (South 208.7 feet) along the Easterly boundary of the Southeast Quarter of the Southwest Quarter to the REAL POINT OF BEGINNING.

PARCEL NO. 2:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 5: Lots 2, 3, & 4; S½NW¼; SW¼NE¼

SAVE AND EXCEPT the following tracts:

Tract No. 1:

All the portion deeded to the State of Idaho as disclosed by Warranty Deed, dated May 5, 1955 and Recorded July 28, 1955 as Instrument No. 447408, recorded of Twin Falls County, Idaho.

Tract No. 2:

COMMENCING at the West quarter corner of Section 5;
THENCE North 1°46'12" East 435.80 feet along the Westerly boundary of said Section 5 to the REAL POINT OF BEGINNING;
THENCE North 1°46'12" East 247.00 feet;
THENCE South 88°13'48" East 160.79 feet to a point 25 feet Westerly of the centerline of Old U.S. 30;
THENCE Southerly 92.51 feet along a curve to the right, having a central angle of 8°20'49" a radius of 635.00 feet and a long chord bearing and distance of South 6°53'14" East 92.43 feet;
THENCE South 2°42'51" East 156.11 feet;
THENCE North 88°13'48" West 186.91 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 3:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

Section 19: NE¼NE¼

PARCEL NO. 4:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 20: NW¼NW¼

PARCEL NO. 5:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in the NW¼SE¼, being more particularly described as follows:

Commencing at the South One Quarter (S¼) corner of said Section 6 from which the Southeast corner of said Section 6 bears North 86°58'44" East - 2639.48 feet;

Thence North 02°17'35" East along the West boundary of the SE¼ of said Section 6 for a distance of 1340.81 feet to the Southwest corner of the NW¼SE¼ of said Section 6, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 02°17'35" East along the West boundary of the SE¼ of said Section 6 for a distance of 613.81 feet;

Thence North 87°26'29" East for a distance of 167.00 feet;

Thence North 28°48'28" East for a distance of 383.36 feet;

Thence North 02°17'35" East parallel with the West boundary of the SE¼ of said Section 6 for a distance 408.53 feet to a point on the North boundary of the NW¼SE¼ of said Section 6;

Thence North 85°45'16" East along the North boundary of the NW¼SE¼ of said Section 6 for a distance of 985.98 feet to the Northeast corner of the NW¼SE¼ of said Section 6;

Thence South 02°21'22" West along the East boundary of the NW¼SE¼ of said Section 6 for a distance of 1355.15 feet to the Southeast corner of the NW¼SE¼ of said Section 6;

Thence South 86°21'51" West along the South boundary of the NW¼SE¼ of said Section 6 for a distance of 1322.69 feet to the TRUE POINT OF BEGINNING.

EXCEPT the West 25.0 feet of the NW¼SE¼ for county road right-of-way.

PARCEL NO. 6:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 6: SW¼SE¼, SE¼SE¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

A parcel of land located in the SE¼ of Section 6, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 6, from which the South One Quarter (S¼) corner of said Section 6 bears South 86°58'44" West - 2639.48 feet, said SE¼ of Section 6 being the TRUE POINT OF BEGINNING;

THENCE South 86°58'44" West along the South boundary of the SE¼ of said Section 6 for a distance of 388.00 feet;

THENCE North 02°25'16" East for a distance of 548.54 feet to a point on the arc of a non-tangent curve left;

THENCE Northeasterly along the arc on the non-tangent curve left for a distance of 121.89 feet, said arc having a radius of 1170.00 feet and a chord bearing and distance of North 36°32'20" East - 121.83 feet;

THENCE North 86°58'44" East parallel with the South boundary of the SE¼ of said Section 6 for a distance of 319.35 feet to a point on the East boundary of the SE¼ of said Section 6;
THENCE South 02°25'16" West along the East boundary of the SE¼ of said Section 6 for a distance of 642.90 feet to the TRUE POINT OF BEGINNING.

Tract No. 2:

The North 40 feet of the East 40 feet of the SE¼SE¼ and being more specifically described as follows:
COMMENCING at the Southeast corner of Section 6, T.9 S., R.14 E., B.M., which is marked by a ½ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter Corner of Section 6;
Thence on a bearing of North 2°25'16" East a distance of 1329.11 feet along the East boundary of said Section to the Real Point of Beginning;
Thence from this Real Point of Beginning and parallel with the North boundary of the said SE¼SE¼ on a bearing of South 86°21'40" West a distance of 40.23 feet;
Thence parallel with the East boundary of the said SE¼SE¼ on a bearing of North 2°25'16" East a distance of 40.23 feet to the North boundary of the SE¼SE¼;
Thence along the said North boundary on a bearing of North 86°21'40" East a distance of 40.23 feet to the Northeast corner of the SE¼SE¼ of said Section 6;
Thence along the East boundary of the SE¼SE¼ on a bearing of South 2°25'16" West a distance of 40.23 feet to the Point of Beginning.

Tract No. 3:

A parcel of land located in the SE¼ of Section 6, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, said parcel being more particularly described as follows:
COMMENCING at the Southeast corner of said Section 6, from which the South One Quarter (S¼) corner of said Section 6 bears South 86°58'44" West - 2639.48 feet;
THENCE South 86°58'44" West along the South boundary of the SE¼ of said Section 6 for a distance of 388.00 feet to the TRUE POINT OF BEGINNING;
THENCE continuing South 86°58'44" West along the South boundary of the SE¼ of said Section 6 for a distance of 189.60 feet;
THENCE North 02°25'16" East parallel with the East boundary of the SE¼ of said Section 6 for a distance of 642.90 feet;
THENCE North 86°58'44" East parallel with the South boundary of the SE¼ of said Section 6 for a distance of 258.25 feet to a point on the arc of a non-tangent curve right;
THENCE Southwesterly along the arc of the non-tangent curve right for a distance of 121.89 feet, said arc having a radius of 1170.00 feet and a chord bearing and distance of South 36°32'20" West - 121.83 feet;
THENCE South 02°25'16" West, parallel with the East boundary of the SE¼ of said Section 6 for a distance of 548.54 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land located in the SE¼ of Section 6, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 6, from which the South One Quarter (S¼) corner of said Section 6 bears South 86°58'44" West - 2639.48 feet;
THENCE South 86°58'44" West along the South boundary of the SE¼ of said Section 6 for a distance of 577.60 feet;
THENCE North 02°25'16" East parallel with the East boundary of the SE¼ of said Section 6 for a distance of 369.67 feet to the TRUE POINT OF BEGINNING;
THENCE continuing North 02°25'16" East parallel with the East boundary of the SE¼ of said Section 6 for a distance of 273.23 feet;

THENCE North 86°58'44" East parallel with the South boundary of the SE¼ of said Section 6 for a distance of 258.25 feet to a point on the arc of a non-tangent curve right;
THENCE Southwesterly along the arc of a non-tangent curve right for a distance of 395.24 feet, said arc having a radius of 1170.00 feet and a chord bearing and distance of South 43°13'55" West - 393.36 feet to the TRUE POINT OF BEGINNING.

Section 6: Part of the SE¼ more particularly described as follows:

Commencing at the Southeast corner of said Section 6, from which the South One Quarter (S¼) corner of said Section 6 bears South 86°58'44" West 2639.48 feet;
Thence South 86°58'44" West along the South boundary of the SE¼ of said Section 6 for a distance of 577.60 feet;
Thence North 02°25'16" East parallel with the East boundary of the SE¼ of said Section 6 for a distance of 369.67 feet to the TRUE POINT OF BEGINNING;
Thence North 02°25'16" East parallel with the East boundary of the SE¼ of said Section 6 for a distance of 273.23 feet;
Thence North 86°58'44" East parallel with the South boundary of the SE¼ of said Section 6 for a distance of 258.25 feet to a point on the arc of a non-tangent curve right;
Thence Southwesterly along the arc of the non-tangent curve right for a distance of 395.24 feet, said arc having a radius of 1170.00 feet and a chord bearing and distance of South 43°13'55" West 393.36 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 6: A parcel of land in the NE¼SE¼ being described as follows:

Commencing at the Southeast corner of Section 6, Township 9 South, Range 14 East Boise Meridian, which is marked by a ½ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter corner of Section 6;
Thence on a bearing of North 2°25'16" East a distance of 1820.38 feet along the East boundary of said Section 6;
Thence on a bearing of North 82°08'38" West a distance of 23.81 feet to the REAL POINT OF BEGINNING;
Thence from the REAL POINT OF BEGINNING on a bearing of North 82°08'38" West a distance of 478.44 feet;
Thence North 85°44'12" West a distance of 816.07 feet to the West boundary of the NE¼SE¼;
Thence North 2°21'51" East a distance of 690.77 feet;
Thence North 85°45'37" East a distance of 906.27 feet;
Thence South 2°25'16" West a distance of 324.55 feet;
Thence North 85°45'20" East a distance of 393.50 feet;
Thence along an approximate fence line South 2°15'47" West a distance of 588.60 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 8:

An Access and Utility Easement in the NW¼SW¼ of Section 5 and NE¼SE¼ of Section 6 all in Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho, for the purpose of ingress and egress and public utilities and being more specifically described as follows:

Commencing at the Southeast corner of Section 6, Township 9 South, Range 14 East Boise Meridian, which is marked with a ½ inch rebar and bears South 2°25'16" West a distance of 2738.68 feet from the East Quarter corner of Section 6;

Thence on a bearing of North 2°25'16" East a distance of 1369.34 feet along the East boundary of said Section 6 to the Southeast corner of said NE¼SE¼ and the POINT OF BEGINNING;
 Thence from this POINT OF BEGINNING and along the South boundary of the NE¼SE¼ said Section 6 on a bearing of South 86°21'40" West a distance of 40.23 feet;
 Thence parallel with the East boundary of said NE¼SE¼ on a bearing North 2°25'16" East a distance of 186.97 feet;
 Thence on a bearing of North 73°23'33" West a distance of 23.84 feet;
 Thence on a bearing of North 2°17'35" West a distance of 268.55 feet;
 Thence South 82°08'38" East a distance of 40.19 feet;
 Thence on a bearing of South 2°17'35" East a distance of 262.37 feet along said fence;
 Thence on a bearing of South 73°23'33" East a distance of 23.84 feet along said fence to the boundary common to said Sections 5 and 6;
 Thence along said Common boundary on a bearing of South 2°25'16" West a distance of 145.12 feet;
 Thence on a bearing of South 89°40'25" East a distance of 107.99 feet to the West boundary of State Highway 30;
 Thence along said West boundary on a curve to left having a central angle of 0°12'07", a radius of 11,519.16 feet, an ACR length of 40.60 feet, a tangent length of 20.31 feet and a long chord of 40.60 feet on a bearing of South 10°17'12" West to the South boundary of the NW¼SW¼ said Section 5;
 Thence along said South boundary on a bearing of North 89°40'25" West a distance of 102.41 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 9:

Township 9 South, Range 14 East, Twin Falls County, Idaho

Section 5:

A parcel of land located in the S½ of said Section 5 and being more particularly described as follows:

COMMENCING at the West One Quarter (W¼) corner of Section 5 from which the Southwest corner of Section 5 bears South 01°53'59" West -2738.98 feet;
 THENCE from the West One Quarter (W¼) corner of Section 5 on a bearing of South 89°53'13" East along the North boundary of the SW¼ of Section 5 for a distance of 501.57 feet to a point on the East right-of-way boundary of U.S. Highway 30, said point being on the arc of a curve left;
 THENCE along the Easterly right-of-way boundary of U.S. Highway 30 and along the arc of the curve left for a distance of 371.88 feet to the TRUE POINT OF BEGINNING, said arc having a radius of 11399.16 feet and a chord bearing and distance of South 15°53'21" West-371.86 feet;
 THENCE North 88°47'57" East for a distance of 93.76 feet;
 THENCE North 89°47'04" East for a distance of 2457.45 feet;
 THENCE South 86°52'31" East for a distance of 1096.63 feet to a point on the East boundary of the NW¼ SE¼ of Section 5;
 THENCE South 00°21'23" West along the East boundary of the W½ SE¼ of Section 5 for a distance of 2293.50 feet to the Southeast corner of the W½ SE¼ of Section 5;
 THENCE South 89°29'18" West along the South boundary of the W½ SE¼ of Section 5 for a distance of 1374.21 feet to the Southwest corner of the SE¼ of Section 5;
 THENCE North 00°55'22" East along the West boundary of the SE¼ of Section 5 for a distance of 1353.97 feet to the Southeast corner of the N½ SW¼ of Section 5;
 THENCE South 89°47'53" West along the South boundary of the N½ SW¼ of Section 5 for a distance of 2178.29 feet;
 THENCE North 00°12'07" West for a distance of 138.87 feet;

THENCE North 89°31'20" West for a distance of 296.49 feet to a point on the Easterly right-of-way boundary of U.S. Highway 30;

THENCE Northeasterly along the Easterly right-of-way boundary of U.S. Highway 30 and along the arc of the curve right for a distance of 888.86 feet to the TRUE POINT OF BEGINNING, said arc having a radius of 11399.16 feet and a chord bearing and distance of North 12°43'15" East-888.63 feet.