



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 833301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 14, 2015

US BANK NA
ATTN CDO TRUST SERVICES/JAMES HANLEY
214 N TRYON ST 26TH FL
CHARLOTTE NC 28201

Re: Notice of Security Interest in a Water Right for Water Right – See Attached List / Bettencourt

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

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

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: L & S Landholdings LLC
TitleOne

Bettencourt Water Rights

36-2524	36-15275
36-2666	36-15354
36-7054B	36-15672
36-7103	36-15674
36-7116C	36-15676
36-7116D	36-15679
36-7260B	36-16159
36-7324	36-16162
36-7345B	36-16479
36-7368B	36-16480
36-7373	
36-7499B	
36-7539	
36-7591D	
36-7591E	
36-7605	
36-7608	
36-7935	
36-8062	
36-8081	
36-8135	
36-8302	
36-8411	
36-8739	
36-8740	
36-10599	
36-10603	
36-10604	
36-10607	
36-10609	
36-10610	
36-10611	
36-10613	
36-10821A	
36-10821B	
36-11111	
36-11112	
36-11113	
36-14288	
36-14595A	
36-14595B	
36-15161	
36-15174A	
36-15174B	



RECEIVED

JAN 13 2015

DEPT. OF WATER RESOURCES
SOUTHERN REGION

January 12, 2015

Department of Water Resources
Attn: Trish Fawcett
650 Addison Avenue W Suite 500
Twin Falls, Idaho 83301

RE: Notice of Security Interest for U. S. Bank on Bettencourt

Dear Trish,

Please find enclosed the original Notice of Security Interest signed by U. S. Bank along with the associated Mortgages. Also enclosed is TitleOne's trust account check in the amount of \$1,350.00 for the filing of this notice.

Please return the acknowledgement to TitleOne at P.O. Box 177, Burley, ID 83318.

Thank you,

TitleOne

Annette Roth
Escrow Officer

Encl.

RECEIVED

JAN 13 2015

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

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

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
Please see attached			

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

U.S. Bank National Association, a National Banking Association

Attention: CDO Trust Services/James Hanley

214 N. Tryon Street, 26th Floor

Charlotte, North Carolina 28201

Phone (302)576-3714

Email james.a.hanley@usbank.com

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

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

James A. Hanley
Vice President**For Office Use Only**Received by DM

Date

1-13-2015

Receipt No.

5034496

Fee

\$1,350-

Processed by AJ

Date

WR

Date

SUPPORT DATA

IN FILE # 36-2524

Bettencourt Water Rights
RE: Sankaty Loan

Ground Water Rights:

Type	Water Right	No.	Owner	Nature of Use
WR		36	2524 BETTENCOURT, LUIS M	IRRIGATION
WR		36	2666 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	IRRIGATION
WR		36	7054 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7103 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7260 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7324 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7345 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	7368 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7373 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7499 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7539 L & S LAND HOLDINGS LLC	IRRIGATION
WR		36	7591 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	IRRIGATION
WR		36	7591 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	7605 BETTENCOURT, LUIS M	IRRIGATION, MITIGATION
WR		36	7608 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7935 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	8062 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, DOMESTIC, STOCKWATER
WR		36	8081 BETTENCOURT, LUIS M	IRRIGATION
WR		36	8135 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	8302 BETTENCOURT, LUIS M	IRRIGATION
WR		36	8411 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	8739 BETTENCOURT, LUIS M	IRRIGATION
WR		36	8740 BETTENCOURT, LUIS M	IRRIGATION
WR		36	10599 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	10603 BETTENCOURT, LUIS M	STOCKWATER
WR		36	10604 BETTENCOURT, LUIS M	DOMESTIC
WR		36	10607 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	10609 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	10610 BETTENCOURT, LUIS M	STOCKWATER
WR		36	10611 BETTENCOURT, LUIS M	DOMESTIC
WR		36	10613 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	10821 BETTENCOURT, LUIS M	IRRIGATION
WR		36	10821 BETTENCOURT, LUIS M	IRRIGATION
WR		36	11111 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	DOMESTIC, STOCKWATER
WR		36	11112 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	DOMESTIC, STOCKWATER
WR		36	11113 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	DOMESTIC
WR		36	14288 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	DOMESTIC, STOCKWATER
WR		36	14595 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	IRRIGATION
WR		36	14595 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	15161 BETTENCOURT, LUIS M	IRRIGATION
WR		36	15174 BETTENCOURT, LUIS M	IRRIGATION
WR		36	15174 BETTENCOURT, LUIS M	IRRIGATION
WR		36	15275 BETTENCOURT, LUIS M	DOMESTIC
WR		36	15354 BETTENCOURT, LUIS M	IRRIGATION
WR		36	15672 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	15674 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	15676 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	15679 BETTENCOURT, LUIS M	STOCKWATER
WR		36	16159 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	16162 BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR		36	16479 L & S LAND HOLDINGS LLC	IRRIGATION
WR		36	16480 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER

Surface Water Irrigation Rights:

	Stock Certificate No.	Shares	Owner
Twin Falls Canal Company	37468	332.41	L & S Land Holdings, LLC
	37469	112.7	L & S Land Holdings, LLC
	37464	110.7	L & S Land Holdings, LLC
	TOTAL	555.81	
Northside Canal Company	20092	130	Luis M. Bettencourt
	20571	308.44	Luis M. Bettencourt
	21474A	198.48	Luis M. Bettencourt
	21474B	279.88	Luis M. Bettencourt
	21510	80	Luis M. Bettencourt
	22190	45	Luis M. Bettencourt
	22304	40	Luis M. Bettencourt
	22353	210	Luis M. Bettencourt
	22759	100	Luis M. Bettencourt
	23128	77.56	Luis M. Bettencourt
	23594	80	Luis M. Bettencourt
	24138	10	Luis and Sharon Bettencourt
	24159	80	Luis M. Bettencourt
	24221	104	Luis M. Bettencourt
	24222	105.46	Luis M. Bettencourt
	24318	133.2	Luis and Sharon Bettencourt
	24320	109.125	Luis and Sharon Bettencourt
	24392	295.46	Luis and Sharon Bettencourt
	24393	405	Luis and Sharon Bettencourt
	24491	10	Luis M. Bettencourt
	24775	7	Luis and Sharon Bettencourt
	24843	15	Luis and Sharon Bettencourt
	24877	29.34	Luis M. Bettencourt
	25030	80	Luis and Sharon Bettencourt
	25045	50	Luis and Sharon Bettencourt
	25494	100.43	Luis and Sharon Bettencourt
	25513	167	Luis and Sharon Bettencourt
	25703	40	Luis M. Bettencourt
	25756	20	L & S Land Holdings, LLC
	25771	80	Luis and Sharon Bettencourt
	25784	3	Luis M. Bettencourt
	TOTAL	3393.375	

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

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

Instrument # 250435
GOODING COUNTY, GOODING, IDAHO
01-12-2016 08:06:46 No. of Pages: 64
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: \$199.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Open End)**

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A
FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY
THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH
THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE
SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN
THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR
EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST
RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**"), and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

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AND FIXTURE FILING
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THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**"), and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Obligations (as described herein) of Mortgagor, the Term Loan Note, the Loan Agreement, and any and all other documents entered into in connection with the Loan Agreement (the "**Loan Documents**"); provided however, this Mortgage shall not provide security for that certain Unconditional Guaranty by the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Guaranty**") or that certain Environmental Indemnity by the Borrower and the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Environmental Indemnity**").

As a condition precedent to making the Secured Obligations, Mortgagee has required (a) the Guarantors to unconditionally guarantee repayment of the Secured Obligations, (b) the Mortgagor to grant to Mortgagee, for the benefit of the Lenders, a lien and security interest covering the real and personal property described herein, and (c) the Mortgagor to provide to Mortgagee a policy or policies of title insurance from one or more title insurance companies which are reasonably acceptable to Mortgagee insuring that this Mortgage is a valid and perfected lien against the property, which is prior in right to all other claims, liens and encumbrances. Mortgagor also acknowledges that the Secured Obligations will benefit Mortgagor substantially including without limit for the following reasons: (i) the Loan will result in the release of existing indebtedness owing by Mortgagor and (ii) Mortgagor will benefit from the making of the loan by Mortgagee pursuant to the Loan Agreement and the Term Loan Note.

ARTICLE 1 GRANT OF SECURITY

1.1 Real Estate. Mortgagor, in consideration of the indebtedness secured by this Mortgage, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Mortgagee, for the benefit and security of the Mortgagee and the Lenders, all Mortgagor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "**Property**"):

a. That certain real property located in Gooding, Twin Falls and Jerome Counties, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein (the "**Land**");

b. All buildings, wells and other improvements now or hereafter located on the Land, including but not limited to, the Fixtures (as defined below), and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively the "**Improvements**");

c. All fixtures (including 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 (collectively the "**Fixtures**") now or hereafter located on, attached to, installed in or used in connection with the Land;

d. All rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Mortgagor and used in connection with the Land and the Improvements or as a means of access to either or both, including all rights over the property of third persons which are related thereto and all unaccrued trespass and surface damage claims appurtenant thereto, and all written operations plans and all permits and approvals related to the Land and Improvements;

e. All of Mortgagor's right, title and interest in and to any land within any right-of-way of any open or proposed street adjoining the Land, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the Land and Improvements;

f. All of Mortgagor's existing and future rights in (including royalty and leasehold rights) oil, gas and other mineral rights in, on, under or relating to the Land;

g. All waters, water courses, water rights, including all surface and ground water rights, and riparian rights (including shares of stock evidencing the same) in, on, under or relating to the Land including but not limited to the water rights described on Exhibit B attached hereto and incorporated herein;

h. All existing and future leases and subleases relating to the Land and Improvements or any interest in them, including all deposits, advance rentals and other similar payments and that certain Agreement of Lease dated December 2, 2011 between Mortgagor, as lessor, and Bettencourt Dairies, as lessee, relating to certain portions of the Land, Improvements, and Fixtures (but not including the Rents, as defined and separately assigned in Article 5 or any short term, commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business)), as well as all options to purchase, exchange or lease the Land, Fixtures or Improvements or any interest in them (and any greater estate in the Land, Fixtures or Improvements and acquired by exercise of such options) (the "**Leases**");

i. All Mortgagor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land and Improvements, including (i) all awards made for the partial or complete taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the Land or Improvements, and (ii) all proceeds, including general intangibles and payment intangibles, of any insurance covering the Land or Improvements; and

j. All cash or non-cash proceeds of the sale, lease, license, exchange or other disposition of the Land or Improvements or general intangibles, including payment intangibles, arising therefrom. Proceeds include all subsidy payments, in cash or in kind, which may be made to Mortgagor by any person, entity or governmental agency, including but not limited to, payments and entitlements from state and federal farm programs, as well as any type of Property insurance; and any rights arising out of Land or Improvements, collections and distributions on Land or Improvements.

1.2 Personal Property. As further security for the payment, performance and observance of the Secured Obligations, Mortgagor, as debtor, hereby grants to Mortgagee for the benefit of itself and the Lenders, as secured party, a security interest in all of Mortgagor's existing and future right, title and interest in, to and under the following (collectively, the "**Personal Property**" and together with the Property, the "**Collateral**"): all (a) furniture, furnishings, equipment, machinery, materials and other personal property now or hereafter situated in or upon the Land and Improvements and used in the operation thereof, (b) contracts and policies of insurance and proceeds thereof, which may insure all or any portion of the personal property in the foregoing clause (a) and the Property against casualties and theft; (c) condemnation proceeds for all or any portion of the personal property in the foregoing clause (a) and the Property; and (d) cash or non-cash proceeds of the personal property in the foregoing clauses (a) through (d) and the Property (including but not limited to, general intangibles, including payment

intangibles, and all proceeds, which constitute property of the types described in clauses (a) through (d) of this Paragraph) and (e) any and all rights of Mortgagor to receive proceeds of any insurance, indemnity, warranty or guaranty payable by reason of loss of or damage to any of the personal property in the foregoing clause (a) and the Property . This Mortgage constitutes a security agreement for all purposes under the Uniform Commercial Code in effect in the State of the Mortgagor's formation ("**Uniform Commercial Code**"). In addition to all other rights and remedies provided for in this Mortgage and under applicable law, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagor agrees that at least ten (10) days of notice to Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification with respect to the Personal Property. If Mortgagee shall so require, Mortgagor upon the occurrence of an Event of Default (as defined herein) continuing beyond applicable notice and cure periods set forth in the Loan Agreement, will make the Personal Property available to Mortgagee at a place designated by Mortgagee, which is reasonably convenient to Mortgagee. In addition, Mortgagor shall execute such instruments and documents as Mortgagee reasonably may require from time to time to further evidence, implement, or perfect any of Mortgagee's rights, remedies and security interests.

1.3 Fixture Filing. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the Uniform Commercial Code. This Mortgage is to be recorded in the real estate records of the counties in which the Land is located. In that regard, the following information is provided:

Name of Mortgagor, as Debtor:	L & S Land Holdings, LLC Attn: Luis Bettencourt
Address of Mortgagor:	2930 South 2300 East Wendell, ID 83355
Name of Mortgagee, as Secured Party:	U.S. Bank National Association
Address of Mortgagee:	214 N. Tryon Street, 26th Floor Charlotte, NC 28202 Attention: CDO Trust Services/James Hanley

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows:

a. Mortgagor hereby authorizes Mortgagee to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature of Mortgagor; provided, however, that, without limiting the foregoing, the Mortgagee shall not have any duty or obligation to prepare, execute or file any financing statements, continuation statements or any other filings. Mortgagor hereby

represents and warrants that Mortgagor's State of formation is the State of Idaho and Mortgagor's exact legal name is as set forth herein.

- b. Mortgagor is the sole legal and equitable owner of the Collateral;
- c. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to and consented to by Mortgagee, Mortgagor has not assigned or granted any harvest or access rights or interests, or sold or leased any part of the Land or the Improvements, if any, to any other person, individual, organization, or governmental unit;
- d. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("**Liens**") covering the Collateral or any part or item thereof except easements and reservations of record;
- e. There are no federal, state or local laws, regulations, rules or standards ("**Laws**"), or permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("**Orders**") that are now in effect and which would restrict any material use of the Collateral;
- f. Mortgagor has taken all actions necessary and has been duly authorized under its governing operating agreement or organizing declaration to execute, acknowledge and deliver this Mortgage and the other Loan Documents and to perform the Secured Obligations;
- g. This Mortgage has been executed, acknowledged and delivered on behalf of Mortgagor by partners, members, representatives or officers, as applicable, of Mortgagor duly authorized to perform such acts;
- h. This Mortgage is the legally valid and binding contract of Mortgagor, and is enforceable against Mortgagor in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity, whether applied by a court of law or equity; and
- i. Neither the execution of this Mortgage nor the payment and performance of the Secured Obligations will violate any Laws or Orders affecting Mortgagor or the Collateral or constitute a breach or Event of Default (as defined herein) by Mortgagor under any agreement, contract, loan indenture, lease, instrument or like document ("**Contract**") to which Mortgagor is a party or the Collateral is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure or deed in lieu of foreclosure, of the Collateral to Mortgagee or its nominee. Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and the Lenders from and against any and all claims, loss, liability, damages, liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement of any material fact in the foregoing representations and warranties or the omission therein to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE 3 SECURED OBLIGATIONS

3.1 Secured Obligations. This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the “Secured Obligations”):

a. The full and punctual payment of the indebtedness evidenced by each certain Term Loan Note in favor of each Lender (collectively, as amended, restated and supplemented from time to time, the “Term Loan Note”) dated on January 8, 2015, in the aggregate principal face amount of ~~ONE HUNDRED TWENTY-FOUR MILLION AND NO/100 DOLLARS (\$240,000,000)~~, with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Term Loan Note and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Term Loan Note, as well as any prepayment fees or premiums provided for in the Term Loan Note and/or the Loan Agreement to provide for such prepayment fees or premiums and all the fees and expenses provided in the Loan;

b. Payment and performance of all of the Obligations of Borrower (as defined in the Loan Agreement) including Borrower’s and Mortgagor’s obligations under the Term Loan Note, the Loan Agreement, the other Loan Documents and under any and all other present and future agreements executed by Mortgagor or Borrower and relating to the Term Loan Note and the Loan Agreement;

c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee (including future advances to (any) Mortgagor or Borrower), whether or not contained in a document which recites that it is secured by this Mortgage or direct or indirect including all the Obligations of Borrower;

e. Payment by Mortgagor or Borrower of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing, including (i) amendments or modifications of the required principal or interest payment dates accelerating or deferring any such payment dates, or (ii) amendments, modifications, extensions or renewals at a different rate of interest, whether or not evidenced by a new or additional notes or other document; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

Notwithstanding the foregoing, the Secured Obligations shall not include the obligations of the Borrower and the Guarantors pursuant to the Guaranty or the Environmental Indemnity.

3.2 Notice. Notice is hereby given that the interest rate, payment terms or balance due on the Term Loan Note may be indexed, adjusted, renewed or renegotiated.

3.3 Open End Instrument and Commitments. This Mortgage secures the sum of the Secured Obligations owed by Mortgagor or Borrower to Mortgagee as of the date hereof and shall secure additional extensions of credit and advances made by Mortgagee to Mortgagor or Borrower. The continuing validity and priority of this Mortgage for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee or commitments from Mortgagee to make future extensions of credit or advances exists.

ARTICLE 4 ARTICLE 4 COVENANTS

4.1 Payment of Secured Obligations. Mortgagor and Borrower shall pay the Secured Obligations when due.

4.2 Maintenance, Repair, Alterations.

4.2.1. Maintenance, Repair, and Alterations: Affirmative Covenants. Mortgagor shall:

- a. Keep the Collateral in good condition and repair;
- b. Complete promptly and in a good and workmanlike manner, any Improvement that may be constructed on the Land, and promptly restore in like manner any Improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration;
- c. Comply with all statutes, laws, ordinances, regulations, orders, rulings, rules, consents, permits, licenses, conditions of approval and authorizations of any court or governmental or regulatory body having jurisdiction over Mortgagor, the Land or Improvements ("**Laws and Ordinances**");
- d. Comply with the requirements, covenants, terms and conditions of any lien, restriction, easement, encumbrance or charge that are Permitted Exceptions (as defined herein);
- e. Keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas of the Property in good, neat order and repair;
- f. Comply with the provisions of any leases constituting part of the Collateral;
- g. Obtain and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Collateral; and
- h. Do any and all other acts, except as otherwise prohibited or restricted by the Loan Documents, which may be reasonably necessary to protect or preserve the value of the Collateral and the rights of Mortgagee in it.

4.2.2. Maintenance, Repair and Alterations: Negative Covenants. Mortgagor shall not, except upon the prior written consent of Mortgagee, which shall not be unreasonably withheld or delayed:

- a. Remove, demolish or materially alter any of the Improvements, other than to make non-structural repairs in the ordinary course of business, which preserve or increase the value of the Land;
- b. Commit, suffer or permit any act to be done in, upon or to any part of the Collateral in violation of any Laws and ordinances, covenants, conditions and restrictions, or Permitted Exceptions now or hereafter affecting the Collateral;
- c. Commit or permit any waste or deterioration of the Collateral;
- d. Take (or fail to take) any action, which would increase the risk of fire or other hazard occurring to or affecting the Collateral or which otherwise would impair the security of Mortgagee in the Collateral;
- e. Abandon all or any part of the Collateral or leave the Collateral unprotected, unguarded, vacant or deserted; or
- f. Initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses that may be made of the Land or Improvements by Mortgagor without the prior written consent of Mortgagee.

4.3 Insurance.

4.3.1. **Policies.** Mortgagor will maintain casualty and product liability insurance with insurance companies with respect to their operations and assets reasonably acceptable to the Required Lenders in such amounts, with such terms, and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, and make such increases in the type or amount of coverage as the Required Lenders may reasonably request including, without limitation, (i) full "revenue protection" crop insurance on corn and other crops if deemed available and economically viable in the reasonable discretion of the Mortgagor and (ii) herd insurance in an amount and scope reasonably acceptable to the Required Lenders as determined by annual review (it being acknowledged and agreed that the aggregate yearly premium payments in respect of such herd insurance shall not exceed ~~250,000~~ **250,000**). At the request of the Administrative Agent (acting at the direction of the Required Lenders), all policies relating to the foregoing (or such other proof of compliance with this subsection as may be satisfactory to the Required Lenders) will be delivered to the Administrative Agent and the Required Lenders and will show the Administrative Agent, for the benefit of itself and the Secured Parties, as loss payee and additional insured. It is hereby acknowledged and agreed that the casualty, product liability and business interruption insurance in such scope and amounts as currently in effect as of the Closing Date are acceptable to the Lenders.

4.3.2. **Claims.** Mortgagor shall give Mortgagee immediate notice of any casualty to any portion of the Collateral in excess of ~~\$100,000.00~~ **\$100,000**, whether or not covered by insurance. If covered, Mortgagor authorizes Mortgagee, if Mortgagee so elects, to make proof of loss, and to commence, to appear in, defend and prosecute any claim or action arising from any applicable policy and to settle, adjust or compromise any claim under any such policy. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact for all such purposes. Neither Mortgagee nor Mortgagor shall settle, adjust or compromise any such claim without the prior written approval of the other, which approval shall not be unreasonably withheld or delayed.

4.3.3. **Delivery of Proceeds to Mortgage.** If, regardless of any "Lender's Loss Payable Endorsement" requirement set forth above, the proceeds of any casualty insurance policy described above are paid to Mortgagor, Mortgagor shall deliver such proceeds to Mortgagee immediately upon receipt and until so delivered shall hold those proceeds in trust for the benefit of Mortgagee.

4.3.4. **Application of Casualty Insurance Proceeds.** Any proceeds collected (the "Proceeds") under any casualty insurance policy described in this Mortgage shall be applied as provided below:

Mortgagor shall deliver the Proceeds to Mortgagee for application to repayment of the Secured Obligations or as cash collateral in respect thereof in such order as Mortgagee in its sole discretion determines, and Mortgagee, provided solely as to any proceeds in respect of casualty or property damage insurance, shall hold such Proceeds in an account to be used for repair or reconstruction of the Improvements or Fixtures, subject to the conditions set forth below and Mortgagee's customary disbursement procedures. However, if (a) Mortgagee's Collateral has been materially impaired as determined by Mortgagee in its sole good faith credit judgment, or (b) if there is an uncured Event of Default, regardless of whether Mortgagee's Collateral has been impaired, then Mortgagee, in its sole discretion, can apply such Proceeds against the Secured Obligations.

If Mortgagor complies with this Section 4.3.4, Mortgagee shall disburse to the contractor(s), satisfactory to Mortgagee, on Mortgagor's request, in accordance with the restoration contract and Mortgagee's customary disbursement procedures. Nothing herein shall be deemed to excuse in any manner Mortgagor's obligation to make any payments with respect to the Secured Obligations when due under any Loan Document.

4.3.5. **Assignment of Policies.** If this Mortgage is foreclosed or other transfer of title or assignment of the Collateral is made in satisfaction of all or part of the Secured Obligations, then all right, title and interest of Mortgagor in and to all policies of insurance required by Section 4.3.1 above and all unearned premiums paid on them shall, without further act, pass to the purchaser or grantee of the Collateral to the extent of such transfer or assignment.

4.3.6. **Waiver of Subrogation.** Mortgagor waives all right to recover against Mortgagee (or any officer, employee, agent or representative of Mortgagee) for any loss incurred by Mortgagor from any cause insured against or required by any Loan Document to be insured against, provided however, that this waiver of subrogation shall not apply to any insurance policy if such policy's coverage would be materially reduced or impaired as a result. Mortgagor shall obtain only policies that permit this waiver of subrogation.

4.4 **Condemnation and Other Awards.** Upon learning of the actual or threatened condemnation or other taking for public or quasi-public use of all or any part of the Land, Mortgagor shall immediately notify Mortgagee. Mortgagor shall take all actions reasonably required by Mortgagee in connection with such condemnation or other taking to defend and protect the interests of Mortgagor, Mortgagee in the Land. At Mortgagee's option, Mortgagee or Mortgagor may be the named party in such proceeding. Regardless of the adequacy of its security, Mortgagee shall be entitled to participate in, control and be represented by counsel of its choice in such proceeding. All condemnation proceeds shall first be applied to reimburse Mortgagee for all their costs and expenses, including reasonable attorneys' fees, incurred in

connection with the collection of such award or settlement. The balance of such award or settlement shall be applied by Mortgagee against the Secured Obligations in such order as Mortgagee may determine.

4.5 Taxes and Impositions (Impounds). Mortgagor shall pay, prior to delinquency, all of the following (collectively the "Impositions"):

- a. All general and special real property taxes and assessments imposed on the Land; and
- b. All other taxes and assessments and charges assessed on the Property (or on the owner and/or operator of the Land) that create or may create a lien on Property; including non-governmental levies and assessments under applicable covenants, conditions and restrictions; and
- c. All business taxes; and
- d. All license fees, taxes and assessments, if any, imposed on Mortgagee (other than Mortgagee's income or franchise taxes) that are measured by or based upon (in whole or in part) the amount of the Secured Obligations.

If permitted by law, Mortgagor may pay the Imposition in installments (together with any accrued interest). Upon demand by Mortgagee from time to time, Mortgagor shall deliver to Mortgagee, within thirty (30) days following the due date of any Imposition, evidence of payment reasonably satisfactory to Mortgagee. In addition, upon demand by Mortgagee, at Mortgagor's expense, from time to time, Mortgagor shall furnish to Mortgagee a tax reporting service for the Land of a type and duration, and with a company reasonably satisfactory to Mortgagee.

4.5.1. Reserves on Impositions (Impounds). If Mortgagee requires, following the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor, shall deposit with Mortgagee such sum as Mortgagee reasonably estimates to be necessary to pay installments of Impositions and insurance policies next becoming due (collectively, the "**Impounds**") upon any of the Property. All such Impounds may be held by Mortgagee and applied in such order as Mortgagee may elect for payment of Impositions or other sums secured by this Mortgage at Mortgagee's election. Such Impounds shall constitute additional collateral for the Secured Obligations. Except as otherwise provided by law, Mortgagee shall have no obligation regarding such Impounds other than to account to Mortgagor for their receipt and application. Upon any transfer by Mortgagee of its rights or interests in the Secured Obligations or of this Mortgage, Mortgagee may turn over to the transferee such of those Impounds as Mortgagee then holds, and Mortgagee's responsibilities with respect to the Impounds shall terminate.

4.6 Utilities. Mortgagor shall promptly pay all gas, irrigation, electricity, water, sewer and other utility charges incurred for the benefit of the Collateral or that may become a lien against the Collateral; and all other similar public or private assessments and charges relating to the Collateral, regardless of whether or not any such charge is or may become a lien on the Collateral.

4.7 Liens: Non-Permitted Exceptions. Mortgagor shall not cause, incur or permit to exist any lien, restriction, easement, encumbrance or charge ("**Non-Permitted Exceptions**") upon all

or any part of the Collateral or any interest in the Collateral, other than those (“**Permitted Exceptions**”) that are set forth in the title commitment delivered to the Lender, Mortgagor shall pay and promptly discharge, at Mortgagor’s sole cost and expense, all such Non-Permitted Exceptions. If Mortgagor fails to do so, Mortgagee may, but shall not be obligated to, discharge them, without notice to or demand on Mortgagor, and without inquiring into the validity of such Non-Permitted Exceptions or the existence of any defense or offset to them. Mortgagee may discharge Non-Permitted Exceptions either by (a) paying the amount claimed to be due, or (b) procuring their discharge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or (c) in any other manner permitted or required by law. Mortgagor shall, immediately upon demand by Mortgagee, pay Mortgagee’s costs and expenses incurred in connection with such discharge, together with interest on such costs from the date of such expenditure until paid at the default rate of interest described in the Term Loan Note (“**Default Interest Rate**”).

4.8 Sale or Lease of Collateral: Due on Sale Clause. Except for short term commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business, Mortgagor shall not sell, lease, sublease or otherwise transfer all or any part of the Collateral or any interest in it, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed by Mortgagee. Transfers requiring Mortgagee’s prior written consent shall include the following:

- a. Involuntary transfers and transfers by operation of law;
- b. Liens, encumbrances and assignments as security for obligations, whether voluntary or involuntary; and
- c. The sale, issuance, disposition, encumbering or other transfer of all or any part of (i) any class of the outstanding capital stock in, or (ii) the beneficial interest of Mortgagor, whether voluntary or involuntary.

No sale, lease or other transfer shall relieve Mortgagor from primary liability for its obligations under the Loan Documents or relieve any Guarantor from any liability under any guaranty provided to Mortgagor in connection with the Term Loan Note and the Loan Agreement. Upon any such transfer to which Mortgagee does not consent, Mortgagee at its option may, without prior notice, declare all Secured Obligations immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in this Mortgage or under applicable law.

4.9 Inspections. Mortgagor authorizes Mortgagee and its agents, representatives and employees, upon reasonable notice to Mortgagor, to enter at any time upon any part of the Collateral for the purpose of inspecting the Collateral, taking soil or groundwater samples and conducting tests to investigate for the presence of hazardous materials, provided such entry shall cause as little disruption to the occupants of the Collateral as reasonably possible, provided Mortgagee restores the Collateral to its pre-inspection condition if Mortgagee’s inspection activities cause damage to the Collateral. Notwithstanding the foregoing, Mortgagor agrees to pay the costs and expenses of Mortgagee incurred in such inspections and examinations, including Mortgagee’s attorneys’ fees, after the occurrence of an Event of Default or after the occurrence of a demonstrable event or circumstance, or information comes to Mortgagee’s attention, that leads Mortgagee, in its good faith discretion, to require such inspection and

examinations, whether the services are provided by Mortgagee's employees, agents or independent contractors. Any inspection or review by Mortgagee is solely for Mortgagee's benefit to protect Mortgagee's security and preserve Mortgagee's rights under this Mortgage. Mortgagee owes no duty to inform Mortgagor or any other party of, any adverse condition affecting the Collateral, including any defects in the design or construction of the Improvements or Fixtures. No inspection by Mortgagee shall constitute a waiver of any Event of Default.

4.10 Defense of Actions. Mortgagor shall notify Mortgagee of any action or proceeding purporting to affect (a) the security of this Mortgage, (b) any of the other Loan Documents, (c) all or any part of the Collateral or any interest in it including the value or condition of any Collateral, (d) any additional or other security for the Secured Obligations, or (e) the interests, rights, powers or duties of Mortgagee under this Mortgage. Mortgagor, at no cost or expense to Mortgagee, shall appear in and defend the same. If Mortgagee elects to become or is made a party to such action or proceeding, Mortgagor shall indemnify, defend and hold Mortgagee harmless from all related liability, damage, cost and expense reasonably incurred by Mortgagee (including reasonable attorneys' fees and expenses consistent with Section 4.13 of this Mortgage), whether or not such action or proceeding is prosecuted to judgment or decision.

4.11 Protection of Security. If Mortgagor fails to make any payment or to do any act required by this Mortgage or any of the other Loan Documents, Mortgagee may do so. Mortgagee may decide to do so, in its own discretion, without obligation to do so, without further notice or demand, and without releasing Mortgagor in such manner and to such extent as it may reasonably deem necessary to protect the security of this Mortgage. In connection with such actions, Mortgagee has the right, without limitation, but not the obligation: (a) to enter upon and take possession of the Collateral upon an Event of Default after the expiration of applicable notice and cure periods; (b) to make additions, alterations, repairs and improvements to the Land, Improvements or Fixtures that in its judgment may be necessary or proper to keep the Collateral in good condition and repair, (c) to appear and participate in any action or proceeding affecting or that may affect the security of this Mortgage or the rights or powers of Mortgagee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt (excepting Permitted Exceptions) that in its judgment may affect the lien or charge of this Mortgage or appear to be prior or superior to this Mortgage; and (e) in exercising such powers, to pay all necessary or appropriate costs and expenses and employ necessary or desirable consultants.

4.12 Mortgagee's Powers. If Mortgagor fails to pay any sum, other than principal and interest on the Secured Obligations, or to perform or comply with any other obligation required by any Loan Document, Mortgagee at its election may pay such sum or comply with such obligation. Without affecting the liability of Mortgagor or any other person liable for the payment of any Secured Obligation, and without affecting the lien or charge of this Mortgage, Mortgagee may, from time to time in its sole discretion, do any of the following: (a) release any person so liable, (b) extend the maturity or alter any of the terms of any such obligation, or extend and/fund credit to the Borrower (provided however, that the consent of Mortgagor shall be required for extension or alteration of any unpaid obligation of Mortgagor to Mortgagee), (c) waive any provision of this Mortgage or grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Mortgagee's option, all or any part of the Collateral, (e) take or release any other or additional security for any Secured Obligation, or (f) make arrangements with debtors in relation to the Secured Obligations. Waiver by Mortgagee of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction

or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, Mortgagee shall not have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Mortgagee, or as to any unpaid balance of the indebtedness secured by this Mortgage.

4.13 Reimbursement of Costs, Fees and Expenses: Secured by Mortgage. Upon an Event of Default after the expiration of applicable notice and cure periods, Mortgagor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Mortgagee in administering this Mortgage, the collection of the Secured Obligations, and Mortgagee's exercise of any right, power, privilege or remedy under this Mortgage. Such amounts include (a) foreclosure fees and receiver's fees and expenses, (b) costs and fees paid or incurred by Mortgagee and/or any receiver appointed under this Mortgage in connection with the custody, operation, use, maintenance, management, protection, preservation, collection, appraisal, sale or other liquidation of the Collateral, (c) advances made by Mortgagee to complete or partially construct all or part of any Improvements, which may have been commenced on the Land, or otherwise to protect the lien or charge of this Mortgage, (d) costs of evidence of title, costs of surveys and costs of appraisals, and costs resulting from Mortgagor's failure to perform any of the provisions of this Mortgage. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Mortgagee's outside counsel and of any experts and agents (including fees of law clerks, paralegals, investigators and others not admitted to the bar but performing services under the supervision of an attorney), and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Collateral, in protecting the lien or priority of any Loan Document, or in any litigation or controversy connected with the Secured Obligations, including any bankruptcy, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding. Reasonable counsel fees shall include fees incurred not only in enforcing the Secured Obligations in any bankruptcy or receivership proceeding, but also any fees incurred in participating in the bankruptcy or receivership proceedings generally. Such sums shall be secured by this Mortgage and shall bear interest from the date of expenditure until paid at the Default Interest Rate.

ARTICLE 5

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

5.1 Assignment of Rents, Issues and Profits. Mortgagor absolutely, unconditionally and irrevocably assigns and transfers to Mortgagee all of its right, title and interest in and to (a) the Leases and (b) all rents, issues, profits, royalties, income and other proceeds and similar benefits accruing to Mortgagor derived from the Leases (collectively the "**Rents**"), and gives to Mortgagee the right, power and authority to collect such Rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Mortgagor's name, for all Rents, and to apply them to the Secured Obligations. Mortgagee hereby grants to Mortgagor a license to collect and retain Rents (but not more than one month in advance unless the written approval of Mortgagee has first been

obtained, except for agricultural leases entered into by Mortgagor in the ordinary course of business which require payment of rent on a less frequent basis than monthly, for which advance permission need not be obtained) so long as an Event of Default shall not have occurred and be continuing beyond applicable notice and cure periods set forth in the Loan Agreement. The assignment of the Rents in this Article 5 is intended to be and constitutes a present, unconditional and absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest, and Mortgagee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Property.

5.2 Collection Upon Default. Upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor's license to collect the Rents shall automatically terminate. Upon such termination, Mortgagee may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Collateral; (b) with or without taking possession of the Collateral in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Mortgagor); and (c) apply the Rents (less costs and expenses of operation and collection, including attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Mortgagee may determine, even if payment or performance of said Secured Obligation may not then be due. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagor agrees that, upon the occurrence of any Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor shall promptly deliver all Rents and security deposits to Mortgagee. The collection of Rents, or the entering and taking possession of the Land, or the application of Rents as provided above, shall not (i) cure or waive any Event of Default or notice of default under this Mortgage or the other Loan Documents, (ii) invalidate any act performed in response to such Event of Default or pursuant to such notice of default, (iii) cause Mortgagee to be deemed a mortgage-in-possession of all or any part of the Land, or (iv) cause Mortgagee to be responsible for or under any duty to produce rents or profits.

5.3 Representations and Warranties. Mortgagor represents and warrants that Mortgagor has delivered to Mortgagee a true, accurate and complete list of all Leases, and that, except as disclosed to Mortgagee in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.

5.4 Covenants. Except as otherwise stated herein, Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases; (b) give Mortgagee prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (d) deliver to Mortgagee fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Mortgage, in form and substance acceptable to Mortgagee, as Mortgagee may request. Mortgagor shall not, without Mortgagee's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the tenants from any obligations thereunder; (v) consent to any assignment or subletting by any tenant under any Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Mortgagee shall be null and void. Without in any way limiting the requirement of Mortgagee's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

ARTICLE 6 REMEDIES UPON DEFAULT

6.1 Events of Default. The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") under this Mortgage:

6.1.1. Mortgagor fails to pay any amount owing under this Mortgage when due; or

6.1.2. Mortgagor fails to pay any taxes, insurance premiums, assessments or rents required under this Mortgage; or

6.1.3. Mortgagor fails to observe or perform any other obligation contained in this Mortgage; or

6.1.4. The occurrence of an Event of Default as defined in the Loan Agreement any other Loan Document; or

6.1.5. All or any portion of the Improvements or Fixtures are destroyed by fire or other casualty and Mortgagor fails to satisfy all of the restoration conditions within the time periods specified in Section 4.3 of this Mortgage; or

6.1.6. All, or any part of the Land or other Collateral having a value in excess of ~~Ten Million Dollars (\$10,000,000.00)~~ is condemned, taken in eminent domain, seized or appropriated

by any governmental or quasi-governmental agency or entity, unless appropriate compensation has been paid to the Mortgagee; or

6.1.7. Mortgagor fails to observe or perform any obligation in, or otherwise defaults under, any mortgage encumbering any part of the Mortgaged Property.

6.2 Acceleration Upon Default: Additional Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, and after expiration of any notice and cure period set forth in the Loan Agreement, exercise all of the applicable rights and remedies set forth in the other Loan Documents or otherwise available under applicable law and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Mortgagee exercises any said right or remedy, Mortgagee may:

6.2.1. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its Collateral;

a. Enter upon and take possession of all or part of the Collateral, in its own name;

b. Conduct environmental assessments and surveys and do any other acts that it deems necessary or desirable to preserve the value, marketability or rentability of all or part of the Collateral or interest in the Collateral or increase the Collateral's income, or protect the lien or charge of this Mortgage;

c. With or without taking possession of the Collateral, sue for or otherwise collect the Rents, including those past due and unpaid; and

d. Apply the Rents (less costs and expenses of operation and collection including attorneys' fees) to any Secured Obligations, all in such order as Mortgagee may determine;

The entering and taking possession of the Collateral, the collection of such Rents and their application shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Collateral or the collection, receipt and application of any of the Rents is by Mortgagee or a receiver, Mortgagee shall be entitled to exercise every right provided for in the Loan Agreement and other Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

6.2.2. Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants contained in this Mortgage;

6.2.3. Exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Mortgagee, in its sole discretion, may determine, including requiring Mortgagor to assemble the Collateral and make the Collateral available to Mortgagee at a reasonably convenient location. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Mortgagee and shall be secured by this Mortgage; and/or

6.2.4. Exercise all other rights and remedies provided in this Mortgage, in any other Loan Document or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or as provided by law or in equity.

6.3 Appointment of Receiver. Notwithstanding anything to the contrary herein, upon the occurrence of an Event of Default under this Mortgage, Mortgagee, without regard to the then value of the Collateral or the interest of Mortgagor in it and with no obligation to follow notice and cure procedures set forth herein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Land, Fixtures or Improvements without the need to post a bond. Mortgagee or such receiver may take all usual actions as well as any permitted by a court in connection with such entry. Mortgagee is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Land, Fixtures or Improvements, (ii) collect and apply to the outstanding balances of the Secured Obligations all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, and shall continue to exercise all such powers until the date of confirmation of sale of the Land, Fixtures or Improvements, unless such receivership is sooner terminated. If Mortgagee elects to enter or take possession of the Land, Fixtures or Improvements, it will not assume any liability to Mortgagor or any other person for operation or maintenance of the Land, Fixtures or Improvements, and Mortgagor expressly waives any such Mortgagee liability.

6.4 Application of Funds After Default. Except as otherwise provided in this Mortgage, upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagee may at any time, with notice to Mortgagor if providing such notice will not adversely delay the exercise of Mortgagee's rights or remedies, apply to any Secured Obligation, in such manner and order as Mortgagee may elect, even if such Secured Obligation may not yet be due, any amounts received and held by Mortgagee to pay insurance premium or impositions or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Mortgagee from or on account of Mortgagor or the Collateral, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligation, any of the rights or powers of Mortgagee under the terms of any Loan Document, or any of the obligations of Mortgagor or any guarantor under the Loan Agreement or any other Loan Document; or cure or waive any Event of Default or notice of default under the Loan Documents; or invalidate any act of Mortgagee.

6.5 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Mortgage or any other Loan Document or other agreement or any law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, deed of trust, mortgage, pledge, lien, assignment or otherwise. Neither the acceptance nor enforcement (whether by court action or pursuant to the power of sale or other powers herein contained) of this Mortgage shall impair Mortgagee's right to realize upon or enforce any other security held by Mortgagee. Mortgagee shall be entitled to enforce this Mortgage and any other security for the Secured Obligations held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy conferred upon or reserved to Mortgagee is intended to be exclusive of

any other remedy in this Mortgage, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Mortgagee. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and it may pursue inconsistent remedies. Mortgagor may be joined in any action brought by Mortgagee to foreclose under or otherwise enforce this Mortgage.

6.6 Request for Notice. Mortgagor requests that a copy of any notice of default and that a copy of any notice of sale under this Mortgage be mailed to it at the address set forth in the first paragraph of this Mortgage.

ARTICLE 7 MISCELLANEOUS

7.1 Amendments. This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

7.2 Intentionally Deleted.

7.3 Statements By Mortgagor. Mortgagor shall, within ten (10) days after notice from Mortgagee, deliver to Mortgagee a written statement setting forth whether Mortgagor has any knowledge that any offset or defense exists against the Secured Obligations.

7.4 Statements By Mortgagee. For any statement or accounting requested by Mortgagor or any other entitled person pursuant to applicable law, or for any other document or instrument furnished to Mortgagor by Mortgagee, Mortgagee may charge: (a) the maximum amount permitted by law at the time of the request, (b) if no such maximum, then the greater of Mortgagee's customary charges or the actual cost to Mortgagee.

7.5 Notices. All notices, demands, approvals and other communications shall be made in writing to the appropriate party at the address set forth in the first paragraph of this Mortgage. All such notices shall be made in accordance with the Loan Agreement.

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

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

7.8 Intentionally Deleted.

7.9 No Merger of Lease. Foreclosure of the lien created by this Mortgage on the Land, Fixtures or Improvements shall not destroy or terminate the Lease, any Assigned Lease or other lease or sublease then existing and affecting all or any portion of the Land, Fixture or Improvement, unless Mortgagee or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall terminate any Assigned Lease or other lease or sublease unless a Mortgagee or such purchaser shall give written notice of termination to such tenant or subtenant. If both the lessor's and lessee's estate under any lease that constitutes a part of the Land, Fixture or Improvement shall become vested in one owner, this Mortgage and its lien shall not be destroyed or terminated by application of the doctrine of merger unless

Mortgagee so elects, as evidenced by recording a written declaration so stating. Until Mortgagee so elects, Mortgagee shall continue to have and enjoy all of the rights, powers and privileges of Mortgagee under this Mortgage as to the separate estates.

7.10 Governing Law and Venue. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Mortgage, this Mortgage shall be governed by, and construed in accordance with, the laws of Idaho, it being acknowledged that the Loan Agreement and other Loan Documents are governed by the laws of New York. In all respects, including, without limiting the generality of the foregoing, matters of construction and validity, this Mortgage will be governed by, and construed in accordance with the laws of the state of Idaho applicable to mortgages made in such state and any applicable law of the United States of America. ANY LEGAL SUIT, ACTION, OR PROCEEDING BROUGHT BY A PARTY AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS MORTGAGE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT LOCATED IN ADA COUNTY, IDAHO. ALL PARTIES WAIVE ALL OBJECTIONS WHICH THEY MAY NOW HAVE OR HEREAFTER ACQUIRE BASED ON VENUE AND/OR FORUM NON CONVENIENS FOR ANY SUCH SUIT, ACTION, OR PROCEEDING.

7.11 Intentionally Deleted.

7.12 Interpretation. In this Mortgage, the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Mortgage to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation."

7.13 Further Assurances. Mortgagor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Mortgagee may reasonably require to: (a) correct any defect, error or omission in this Mortgage or the execution or acknowledgment of this Mortgage, (b) subject to the lien of this Mortgage any of Mortgagor's properties covered or intended to be covered by this Mortgage, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Mortgage, or (e) better assure and confirm to Mortgagee its respective rights, powers and remedies under this Mortgage.

7.14 Successors and Assigns. Subject to Section 4.8 above, this Mortgage applies to, inures to the benefit of and binds all parties to this Mortgage, their heirs, legatees, devisees, administrators, executors, successors and assigns; *provided*, no assignment of rights duties or obligations of Mortgagee shall be effective without the prior written consent of Mortgagee.

7.15 Construction. To the extent that there is a conflict between this Mortgage and the Loan Agreement, the Loan Agreement shall control.

7.16 Waiver of Marshalling Rights. Mortgagor for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Land, hereby waives all rights to have the Collateral and/or any other property that is now or later may be security for any Secured Obligation ("Other Collateral") marshaled upon any foreclosure of this

Mortgage or on a foreclosure of any other security for any of the Secured Obligations. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Collateral and any or all of the Other Collateral, as a whole or in separate parcels, in any order Mortgagee may designate.

7.17 WAIVER OF JURY TRIAL. MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT 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 NEW YORK LAW.

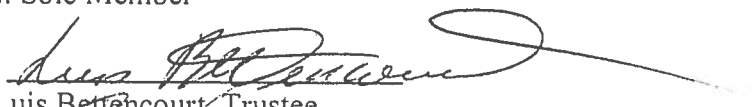
IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

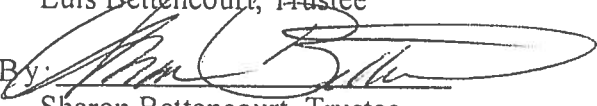
MORTGAGOR:

L & S LAND HOLDINGS, LLC

By: Luis Bettencourt and Sharon Bettencourt, in their capacity as trustees of the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008

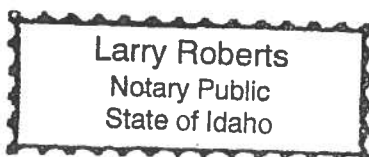
Its: Sole Member

By: 
Luis Bettencourt, Trustee

By: 
Sharon Bettencourt, Trustee

STATE OF Idaho)
)ss.
County of Twin Falls)

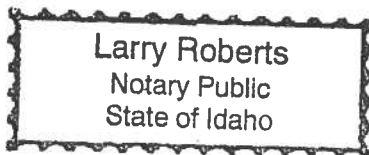
On this 8th day of January, 2015, before me personally appeared Luis M. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that he was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Twin Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

STATE OF Idaho)
)ss.
County of Twin Falls)

On this 8th day of January, 2015, before me personally appeared Sharon L. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that she executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that she was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Twin Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

TRACT A - JEROME AND GOODING COUNTIES

TRACT I

PARCEL NO. 1

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

S½SW¼ and that part of the NW¼SW¼ of Section 20, and that part of the N½NW¼ of Section 29, described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of Section 29 to the Westerly boundary of said Section 29;
Thence North 0°22'11" West, 914.58 feet to the Northwest corner of said Section 29;
Thence North 0°27'06" West, 1702.61 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
North 61°51'09" East, 743.98 feet;
Thence North 68°04'56" East, 233.31 feet;
Thence South 86°57'48" East, 217.65 feet;
Thence North 53°25'37" East, 108.92 feet;
Thence North 81°04'09" East, 99.39 feet;
Thence South 74°46'17" East, 45.30 feet to the Westerly boundary of the NE¼SW¼ of said Section 20;
Thence South 0°23'38" East, 886.84 feet to the Southwest corner of said NE¼SW¼;
Thence South 89°40'52" East, 1322.25 feet to the Southeast corner of said NE¼SW¼;
Thence South 0°20'12" East, 1317.31 feet along the Easterly boundary of the SE¼SW¼ of said Section 20 to
THE POINT OF BEGINNING.

AND

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

Section 29: That part of the W½, described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29 to THE TRUE POINT OF BEGINNING;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of Section 29 to the Westerly boundary of said Section 29;
Thence South 0°22'11" East along the West boundary of said Section 29, 1730.32 feet to the Southwest corner of the NW¼ of said Section 29;
Thence South 0°16'11" East along the West boundary of said Section 29, 1322.12 feet to the Southwest corner of the NW¼SW¼ of said Section 29;

Thence South 89°42'13" East along the South boundary of said NW¼SW¼, 1320.56 feet to the Southeast corner of said NW¼SW¼;
Thence North 0°17'52" West along the East boundary of said NW¼SW¼, 1321.42 feet to the Northeast corner of said NW¼SW¼;
Thence North 0°20'52" West along the East boundary of the SW¼NW¼, 1322.72 feet to the Southwest corner of the NE¼NW¼ of said Section 29;
Thence South 89°41'08" East along the South boundary of the NE¼NW¼, 1320.42 feet to the Southeast corner of said NE¼NW¼;
Thence North 0°19'33" West along the East boundary of said NE¼NW¼, 408.43 feet to THE TRUE POINT OF BEGINNING.

AND

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

That part of the SE¼ and that part of the SE¼SW¼ of Section 19, and that part of the N½ of Section 30, described as follows:

Beginning at the Northeast corner of said Section 30;
Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼ of Section 30;
Thence North 89°41'50" West, 264.77 feet;
Thence South 25°51'13" West, 411.29 feet to the center of a farm road;
Thence along the center of said farm road the following courses and distances:
South 44°25'57" West, 200.38 feet;
Thence South 56°41'04" West, 179.53 feet;
Thence South 61°55'44" West, 117.21 feet;
Thence South 72°15'48" West, 360.34 feet;
Thence South 86°55'51" West, 268.61 feet;
Thence South 86°33'47" West, 419.63 feet;
Thence South 76°54'39" West, 280.54 feet;
Thence South 66°52'45" West, 1305.41 feet;
Thence leaving said farm road North 49°03'47" West, 72.42 feet to a point 1708.00 feet from the center of a pivot sprinkler;
Thence Northerly 2549.70 feet on the arc of a non-tangent curve to the left with a radius of 1708.00 feet, a central angle of 85°31'51" and a chord which bears North 1°49'43" West, 2319.46 feet to a point 1708.00 feet from the center of said pivot sprinkler;
Thence North 45°24'22" East, 223.19 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 70°11'10" East, 471.28 feet;
Thence North 71°56'55" East, 158.48 feet;
Thence North 39°38'16" East, 237.06 feet;
Thence North 45°28'38" East, 580.39 feet;
Thence North 19°07'45" West, 166.90 feet;
Thence North 46°53'21" East, 139.86 feet;
Thence North 74°31'08" East, 800.26 feet to the Westerly boundary of the SE¼SE¼ of said Section 19;
Thence South 0°23'09" East, 1160.70 feet to the Southwest corner of said SE¼SE¼;
Thence South 89°54'57" East, 1320.33 feet to THE POINT OF BEGINNING.

AND

Commencing at the Southeast corner of said Section 19;

Thence North 0°27'06" West, 1318.08 feet to the Northeast corner of said SE¼SE¼ and **THE TRUE POINT OF BEGINNING**;

Thence North 89°50'00" West, 531.89 feet along the Northerly boundary of said SE¼SE¼ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

North 22°32'26" East, 139.20 feet;

Thence North 61°51'09" East, 539.27 feet to the Easterly boundary of said Section 19;

Thence South 0°27'06" East, 384.53 feet to **THE TRUE POINT OF BEGINNING**.

Section 19: SE¼SE¼;

AND

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

Section 30: A parcel of land described as follows:

Beginning at the Northeast corner of said Section 30;

Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼, Section 30 to **THE TRUE POINT OF BEGINNING**;

Thence North 89°41'50" West, 264.77 feet;

Thence South 25°51'13" West, 411.29 feet to the center of a farm road;

Thence along the center of said farm road the following courses and distances:

South 44°25'57" West, 200.38 feet;

Thence South 56°41'04" West, 179.53 feet;

Thence South 61°55'44" West, 117.21 feet;

Thence South 72°15'48" West, 360.34 feet;

Thence South 86°55'51" West, 268.61 feet;

Thence South 86°33'47" West, 419.63 feet;

Thence South 76°54'39" West, 280.54 feet;

Thence South 66°52'45" West, 1305.41 feet;

Thence leaving said farm road South 338.67 feet to a point 1330.14 feet from the center of a pivot sprinkler;

Thence Southerly 1901.96 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 81°55'37" and a chord which bears South 40°58'18" East, 1744.02 feet to a point on the

Southerly boundary of the N¼SE¼ of said Section 30, 1330.14 feet from the center of said pivot sprinkler;

Thence South 89°50'50" East along the South boundary of said N¼SE¼, 2215.84 feet to the Southeast corner of said N¼SE¼;

Thence North 0°16'11" West along the East boundary of said N¼SE¼, 1322.12 feet to the Northeast corner of the SE¼ of said Section 30;

Thence North 0°22'11" West, 1730.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PART OF THE S½ OF SECTION 19 AND THAT PART OF THE N½ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the TRUE POINT OF BEGINNING;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
South 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to THE TRUE POINT OF BEGINNING;

PARCEL NO. 2

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

Section 30: That part of the SW¼SE¼ and that part of the SE¼SW¼, described as follows:

Beginning at the Southeast corner of Section 30;
Thence North 89°49'35" West, 1319.23 feet along the Southerly boundary of Section 30 to the Southeast corner of SW¼SE¼, THE TRUE POINT OF BEGINNING;
Thence North 0°18'24" West, 1321.65 feet along the Easterly boundary of the SW¼SE¼ to the Northeast corner of SW¼SE¼;
Thence North 89°50'50" West, 895.76 feet along the Northerly boundary of SW¼SE¼;
Thence Southwesterly 1774.58 feet along the Arc of a curve right having a radius of 1330.14 feet and a chord of South 38°12'43" West, 1645.87 feet;
Thence South 25.00 feet to the Southerly boundary of Section 30;
Thence South 89°49'35" East, 601.70 feet along said Southerly boundary to the South quarter corner of Section 30;
Thence South 89°49'35" East, 1319.23 feet along the Southerly boundary of Section 30 to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet of Section 30 to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 3

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

Section 30: That part of the S½ and NW¼, described as follows:

Commencing at the Southwest corner of said Section 30;
Thence South 89°49'35" East, 1112.53 feet along the Southerly boundary of said Section 30 to **THE TRUE POINT OF BEGINNING**;
Thence South 89°49'35" East, 502.03 feet along the Southerly boundary of said Section 30;
Thence North 25.00 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 3676.55 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 158°22'01" and a chord which bears North 2°45'06" West, 2613.02 feet;
Thence North 338.67 feet to the center of a farm access road;
Thence North 49°03'47" West, 72.42 feet to the edge of an adjoining circular pivot irrigation system;
Thence along the edge of said adjoining circular pivot irrigation system, 797.35 feet on the arc of a curve to the right with a radius of 1708.00 feet, a central angle of 26°44'51" and a chord which bears South 54°18'39" West, 790.13 feet;
Thence South 22°18'56" East, 12.57 feet to the edge of the first mentioned circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1300.62 feet on the arc of a curve to the left with a radius of 1330.14 feet, central angle of 56°01'26" and a chord which bears South 39°40'21" West, 1249.42 feet to the Westerly boundary of said Section 30;
Thence South 0°00'24" East, 537.98 feet to the edge of said circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1627.74 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 70°06'54" and a chord which bears South 46°43'53" East, 1528.06 feet to **THE TRUE POINT OF BEGINNING**.

ALSO INCLUDING the following described parcel:

Commencing at the Southwest corner of said SW¼;
Thence North 0°00'24" West, 1581.98 feet along the Westerly boundary of said SW¼ to the edge of a circular pivot irrigation system;
Thence Northeasterly along the edge of said pivot irrigation system, 591.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 25°29'01" and a chord which bears North 24°24'10" East, 586.75 feet to **THE TRUE POINT OF BEGINNING**;
Thence continuing along the edge of said pivot irrigation system, 16.00 feet on the arc of said curve to the right with a radius of 1330.14 feet, a central angle of 0°41'21" and a chord which bears North 37°29'21" East, 16.00 feet;
Thence North 52°30'39" West, 219.32 feet;
Thence South 37°29'21" West, 16.00 feet;
Thence South 52°30'39" East, 219.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 4

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

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the South 25 feet of Section 30 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 5

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

Section 31: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$;

The West 780.00 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-3 Canal of the North Side Canal Company System, more particularly described as follows:

Beginning at the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East along the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 780 feet;
Thence South to the centerline of the North Side Canal Company W-3 Canal;
Thence Southwesterly along the centerline of said W-3 Canal to the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

A. East 100.00 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the centerline of the W-3 Canal of the North Side Canal Company System;

B. Beginning at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East, 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 1°47'50" West, 412.37 feet to **THE TRUE POINT OF BEGINNING**;
Thence South 1°47'50" West, 180.00 feet;
Thence South 88°12'10" East, 242.00 feet;
Thence North 1°47'50" East, 180.00 feet;
Thence North 88°12'10" West, 242.00 feet to **THE TRUE POINT OF BEGINNING**;

EXCEPT the North 25 feet of Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and West 25 feet of Lot 1, as set forth in Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records, for County Road.

PARCEL NO. 6

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

Section 31: Part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;

Thence South 1°47'50" West 412.37 feet to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West 180.00 feet;
Thence South 88°12'10" East 242.00 feet;
Thence North 1°47'50" East 180.00 feet;
Thence North 88°12'10" West 242.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6A

INCLUDES use of easement for ingress, egress and utilities over a 20.00 foot wide strip of land as created in Warranty Deed recorded September 30, 1980 as Instrument Number 85505, described as follows:

Commencing at the Northwest corner of said N½NW¼;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N½NW¼ to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West 412.37 feet;
Thence South 88°12'10" East 20.00 feet;
Thence North 1°47'50" East 412.94 feet to the Northerly boundary of said N½NW¼;
Thence North 89°49'35" West 20.01 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7

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

Section 31: Lot 2 and the West 25 feet of Lots 3 and 4

EXCEPTING THEREFROM the West 25 feet of Lot 2 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 8

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: N½; SE¼;

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;
Thence North 0°03'28" West, 330.00 feet;
Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;
Thence South 0°03'28" East, along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING;

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

Part of the NW¼ of Section 30 and
Part of the SW¼ of Section 19 described below

AND

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Part of the NE¼ of Section 25 and
Part of the SE¼ of Section 24, described as follows:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;
Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 Feet;
Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;
Thence along the center of said "W" lateral the following courses and distances:
North 58°33'42" West, 375.84 feet;
Thence North 68°09'35" West, 176.29 feet;
Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;
Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;
Thence South 89°26'15" West, 594.48 feet;
Thence South 59°21'51" West, 114.27 feet;
Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;
Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;
Thence South 29°35'31" West, 2.60 feet;
Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;
Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 9

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

Section 19: That part of the S½ described as follows:

Section 30: That part of the N½ described as follows:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the **TRUE POINT OF BEGINNING**;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
North 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 9A

TOGETHER WITH the following non-exclusive Easement 20.00 feet in width, for access and utilities created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;
Thence along the Northerly side of said 20.00 feet in width Easement the following courses:
North 53°17'50" East 589.71 feet;
North 66°39'27" East 1377.20 feet;
Thence along the Southerly side of said 20.00 feet in width Easement the following courses:
North 87°54'18" East 1416.21 feet;
North 24°32'26" East 1321.72 feet to the end of said 20.00 feet in width access and utility Easement.

TOGETHER WITH the following Easement for well and pump access created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;
Thence North 53°17'50" East 589.71 feet;
Thence North 66°39'27" East 1377.20 feet to the beginning of said well Easement;
Thence North 87°54'18" East 50.00 feet;
Thence South 2°05'42" East 50.00 feet;
Thence South 77°16'52" West 79.85 feet;
Thence North 23°20'33" West 50.00 feet;
Thence North 66°39'27" East 50.00 feet to the end of said well Easement.

PARCEL NO. 10

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

Section 19: The West portion of Lot 3 and the West portion of Lot 4 lying North of the "W" Canal of the North Side Canal Company, Limited.

EXCEPTING THEREFROM that part described as follows:

Beginning at the Northeast corner of said Section 19;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said SE¼NE¼ of Section 19, **THE TRUE POINT OF BEGINNING**;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said S½ of Section 19;
Thence South 0°27'06" East 933.56 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 61°51'09" West 539.27 feet;
Thence South 22°32'26" West 139.20 feet to the Northerly boundary of the SE¼SE¼ of Section 19;
Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE¼SE¼;
Thence South 0°23'09" East 159.27 feet along the Westerly boundary of said SE¼SE¼ to the center of said Irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 74°31'08" West 800.26 feet;
Thence South 46°53'21" West, 139.86 feet;
Thence South 19°07'45" East, 166.90 feet;
Thence South 45°28'38" West, 580.30 feet;
Thence South 39°38'16" West, 237.06 feet;
Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East 1318.31 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 11

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 24: SE¼SE¼, **EXCEPTING THEREFROM** that portion of the following described tract lying with Section 24:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;

Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 feet;

Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;

Thence along the center of said "W" lateral the following courses and distances:

North 58°33'42" West, 375.84 feet;

Thence North 68°09'35" West, 176.29 feet;

Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;

Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;

Thence South 89°26'15" West, 594.48 feet;

Thence South 59°21'51" West, 114.27 feet;

Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;

Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;

Thence South 29°35'31" West, 2.60 feet;

Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;

Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 12

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

Section 30: Part of the SW¼, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter;

Thence South 0°00'24" East 207.07 feet along the Westerly boundary of said SW¼ to the TRUE POINT OF BEGINNING;

Thence South 0°00'24" East 851.51 feet along said Westerly boundary;

Thence Northeasterly along the edge of a circular pivot irrigation system 1300.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 56°01'25" and a chord which bears North 39°40'22" East 1249.41 feet;

Thence North 22°18'57" West 12.57 feet to the edge of a second circular pivot irrigation system;

Thence Westerly along the edge of said second circular pivot irrigation system 809.82 feet on the arc of a non-tangent curve to the right with a radius of 1708.00 feet, a central angle of 27°09'56" and a chord which bears South 81°16'03" West 802.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 13

**TOWNSHIP 7 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;

Thence North 0°03'28" West, 330.00 feet;

Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;

Thence South 0°03'28" East along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 14

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

Section 31: SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM the East 100 feet.

PARCEL NO. 15

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

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the S $\frac{1}{2}$, described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, and THE TRUE POINT OF BEGINNING;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said S $\frac{1}{2}$ of Section 19;

Thence South 0°27'06" East, 933.56 feet to the center of an irrigation canal;

Thence along the center of said irrigation canal the following courses and distances: South 61°51'09" West, 539.27 feet;

Thence South 22°32'26" West, 139.20 feet to the Northerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19;

Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°23'09" East, 159.27 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

South 74°31'08" West, 800.26 feet;

Thence South 46°53'21" West, 139.86 feet;

Thence South 19°07'45" East, 166.90 feet;

Thence South 45°28'38" West, 580.30 feet;

Thence South 39°38'16" West, 237.06 feet;

Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East, 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East, 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West, 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East, 1318.31 feet to THE TRUE POINT OF BEGINNING.

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

Section 20: NW¼ and that part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of said NW¼ of Section 20;
Thence South 89°38'00" East, 2642.48 feet to the Northeast corner of said NW¼;
Thence South 0°20'13" East, 2640.01 feet to the Southeast corner of said NW¼;
Thence North 89°39'55" West, 1323.57 feet to the Northeast corner of said NW¼SW¼ of Section 20;
Thence South 0°23'39" East, 430.85 feet along the Easterly boundary of said NW¼SW¼ to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances: North 74°46'17" West, 45.30 feet;
Thence South 81°04'09" West, 99.39 feet;
Thence South 53°25'37" West, 108.92 feet;
Thence North 86°57'48" West, 217.65 feet;
Thence South 68°04'56" West, 233.31 feet;
Thence South 61°51'09" West, 743.98 feet to the Westerly boundary of said NW¼SW¼;
Thence North 0°27'06" West, 933.56 feet to the Northwest corner of said NW¼SW¼;
Thence North 0°14'06" West, 2641.43 feet to THE POINT OF BEGINNING.

PARCEL NO. 16

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

Section 20: E½;

PARCEL NO. 17

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

Section 19: Lot 2, SE¼NW¼; SW¼NE¼

PARCEL NO. 18

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

Section 30: Part of Government Lot 4, more particularly described as follows:

Beginning at the Southwest corner for Section 30, the **TRUE POINT OF BEGINNING**;
Thence North 0°00'24" West, 928.82 feet along the Westerly boundary of Section 30;
Thence North 89°59'36" East, 25.00 feet;
Thence Southeasterly 1359.21 feet along the arc of a curve left having a radius of 1333.71 feet and a chord of
South 46°03'04" East, 1306.53 feet;
Thence South 0°10'25" West, 25.00 feet to the Southerly boundary for Section 30;
Thence North 89°49'35" West, 965.47 feet along the Southerly boundary of Section 30 to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 19

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

Section 29: E½SE¼; SE¼NE¼;

Section 28: Part of the N½SW¼, described as follows:

Commencing at an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest ¼ of said Section 28, from which a 5/8 inch iron pin marking the Northwest corner of said Southwest ¼ bears North 00°06'53" East at a distance of 2639.06 feet;
Thence along the West line of said Southwest ¼, North 00°06'53" East, a distance of 1319.53 feet to the Southwest corner of the N½SW¼ of said Section 28, being also **THE POINT OF BEGINNING**;
Thence continuing along the West line of said N½SW¼, North 00°06'53" East, a distance of 549.01 feet to a ½ inch rebar with cap stamped PLS 9858 marking the center of the W3 Lateral of the North Side Canal Company;
Thence along the center of said W3 Lateral the following bearings and distances:
North 85°21'09" East, a distance of 24.78 feet;
Thence North 80°27'26" East, a distance of 141.62 feet to the beginning of a curve tangent to said line;
Thence Easterly, Northeasterly and Northerly a distance of 153.04 feet along the curve concave to the Northwest, having a radius of 110.00 feet, a central angle of 79°42'55", and being subtended by a chord that bears North 40°35'59" East, 140.99 feet;
Thence North 00°44'31" East tangent to said curve, a distance of 201.65 feet to the beginning of a curve tangent to said line;
Thence Northerly, Northeasterly and Easterly a distance of 107.95 feet along the curve concave to the Southeast, having a radius of 75.00 feet, a central angle of 82°28'03", and being subtended by a chord that bears North 41°58'33" East, 98.87 feet;
Thence North 83°12'35" East tangent to said curve, a distance of 96.35 feet to the beginning of a curve tangent to said line;

Thence Easterly and Northeasterly a distance of 292.87 feet along the curve concave to the Northwest, having a radius of 338.33 feet, a central angle of 49°35'51", and being subtended by a chord that bears North 58°24'39" East, 283.81 feet;
Thence North 33°36'43" East tangent to said curve, a distance of 232.99 feet to the North line of the N½SW¼ of said Section 28;
Thence along the North line of said N½SW¼, South 89°21'54" East, a distance of 898.76 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 84°18'05" East, a distance of 124.52 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 72°47'53" East, a distance of 237.80 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 51°33'57" East, a distance of 89.01 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 44°25'46" East, a distance of 368.54 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 42°05'52" East, a distance of 294.98 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 39°19'22" East, a distance of 125.38 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the East line of the N½SW¼ of said Section 28;
Thence along the East line of said N½SW¼, South 00°05'51" West, a distance of 612.67 feet to the Southeast corner of said N½SW¼;
Thence along the South line of said N½SW¼, North 89°22'26" West, a distance of 2646.17 feet to THE POINT OF BEGINNING.

SW¼SW¼, EXCEPTING THEREFROM that portion deeded to the Jerome Highway District by Correction Quitclaim Deed recorded June 15, 1981 as Instrument No. 258740, Jerome County records and revealed in Judgment recorded October 30, 1981 as Instrument No. 260993, Jerome County records.

AND EXCEPTING THEREFROM part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner for Section 28;
Thence North 0°22'30" West, 25.00 feet along the Westerly boundary of Section 28 to THE TRUE POINT OF BEGINNING;
Thence North 0°22'30" West, 834.07 feet along said Westerly boundary;
Thence North 89°37'27" East, 49.85 feet to a non-tangent curve;
Thence 1197.24 feet Southeasterly on a Curve left having a Radius of 1390.00 feet and a Chord of South 45°38'39" East, 1160.57 feet;
Thence South 0°07'46" West, 25.00 feet to the Northerly boundary of a County road known as the "400 North road;"
Thence North 89°52'14" West, 874.16 feet along said boundary to THE TRUE POINT OF BEGINNING.

PARCEL NO. 20

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

Section 28: A parcel of land in the SE¼SW¼, described as follows:

Commencing at the Southwest corner of said Section 28;
Thence North 89°55'26" East, 1323.28 feet along the South boundary of said Section 28 to the Southwest corner of the SE¼SW¼;
Thence North 0°35'10" West, 39.22 feet along the West boundary of the SE¼SW¼ to THE REAL POINT OF BEGINNING;

Thence from this Real Point of Beginning and continuing along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 0°35'10" West, 1280.10 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 89°55'57" East, 1323.09 feet to the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 0°35'39" East, 204.73 feet;
Thence along a curve to the right having a central angle of 80°01'38", a radius of 1320.00 feet, a tangent of 1108.15 feet, a length of arc of 1843.70 feet and a long chord of 1697.44 feet on a bearing of South 50°37'25" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 21

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

Section 29: NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$;

PARCEL NO. 22

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

Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

TRACT II

PARCEL NO. 23

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

Section 14: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 15: S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$, **EXCEPTING THEREFROM** that portion lying South of the centerline of the North Side Canal Company "W" Canal, more particularly described as follows:

Commencing at the Northwest corner of the said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 0°07'58" East, 562.38 feet along the Westerly boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to the center of the North Side Canal Company "W" Canal and **THE TRUE POINT OF BEGINNING**;
Thence South 0°07'58" East, 758.11 feet to the Southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 89°41'11" East, 2643.72 feet to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ and the center of said "W" Canal;
Thence Westerly along the approximate center of said "W" Canal the following courses and distances:
North 26°10'12" West, 237.37 feet;
Thence North 44°56'58" West, 199.28 feet;
Thence South 52°21'52" West, 240.71 feet;
Thence North 67°19'08" West, 646.97 feet;
Thence North 87°18'51" West, 178.79 feet;

Thence North 64°23'23" West, 203.61 feet;
Thence South 73°01'14" West, 419.96 feet;
Thence North 62°58'56" West, 335.62 feet;
Thence North 71°13'41" West, 561.62 feet to THE TRUE POINT OF BEGINNING.

Section 22: E½NE¼; SW¼NE¼; SE¼NW¼;

Section 23: W½NW¼;

PARCEL NO. 24

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

Section 21: N½NE¼; N½NW¼;

Section 22: W½NW¼; NE¼NW¼; NW¼NE¼.

PARCEL NO. 25

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

Section 14: E½SW¼;

Section 23: N½NE¼; SE¼NE¼; NE¼NW¼;

Section 23: SW¼NE¼;

That part of the SE¼NW¼ Lying North and East of the "X" Canal of the North Side Canal Co., Ltd.
That part of the NE¼SW¼ lying North and East of the "X" Canal of the North Side Canal Co., Ltd.

A tract of land lying in the NW¼SE¼, more particularly described as follows:

Beginning at the Northeast corner of the NW¼SE¼ of Section 23;
Thence along the North boundary Westerly for a distance of 25 feet, which is **THE TRUE POINT OF BEGINNING**;
Thence North 89°38' West for a distance of 1,295 feet, more or less, to the Northwest corner of said NW¼SE¼;
Thence South 0°2' East for a distance of 309.4 feet;
Thence South 36°29' East for a distance of 242.8 feet;
Thence North 60°02' East for a distance of 740.6 feet;
Thence North 89°08' East for a distance of 508.9 feet;
Thence North 0°02' West for a distance of approximately 121.5 feet to **THE TRUE POINT OF BEGINNING**;

Section 24: S½NW¼;

PARCEL NO. 26

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

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 14: N $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the Southeast corner of Section 14. Said point lies South 00°01'26" West 2641.22 feet from the East quarter corner of Section 14;

Thence North 00°01'26" East 1686.10 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING;

Thence North 89°58'34" West 168.82 feet;

Thence North 00°01'26" East 258.03 feet;

Thence South 89°58'34" East 168.82 feet to the East boundary of Section 14;

Thence South 00°01'26" West 258.03 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southeast corner of Section 14 and being the TRUE POINT OF BEGINNING;

Thence North 89°32'03" West 1009.11 feet along the South boundary of Section 14;

Thence North 00°27'57" East 43.50 feet;

Thence North 65°08'29" East 551.55 feet;

Thence North 18°32'50" East 136.95 feet;

Thence North 41°57'03" East 145.40 feet;

Thence North 34°53'54" East 185.80 feet;

Thence South 89°58'34" East 261.50 feet to a point on the East boundary of Section 14;

Thence South 00°01'26" West 673.82 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southwest corner of Section 13 and being the TRUE POINT OF BEGINNING;

Thence North 00°01'26" East 827.29 feet along the West boundary of Section 13;

Thence South 89°58'34" East 52.44 feet;

Thence South 31°19'41" East 189.87 feet;

Thence South 29°35'36" East 212.70 feet;

Thence South 41°57'29" East 219.57 feet;

Thence South 52°09'32" East 208.05 feet;

Thence South 60°59'51" East 208.05 feet;

Thence South 69°50'11" East 208.05 feet;

Thence South 00°30'28" West 25.00 feet to the South boundary of Section 13;

Thence North 89°29'32" West 944.72 feet along the South boundary of Section 13 to the TRUE POINT OF BEGINNING.

PARCEL NO. 27

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

Section 22: That part of the following described property located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the East quarter corner of said Section 22, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence West along the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to the Northwest corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South along the West boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet;

Thence East parallel to the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to a point on the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence North along the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 28

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

Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$;

TRACT III

PARCEL NO. 29

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

Section 25: That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the "U" Canal
of the North Side Canal Co., Ltd.

PARCEL NO. 30

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

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the following described parcel of land:

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence North 0°01'15" East along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 55.00 feet;

Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°28'41" West, 252.00 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

W $\frac{1}{2}$ SE $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;
Thence North 0°01'25" East along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 1322.32 feet to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°28'00" West, 545.71 feet to the center of the North Side Canal Co. "U" Canal;
Thence Northerly along the center of said "U" Canal the following courses and distances:
North 15°21'46" West, 20.14 feet;
Thence North 5°13'28" East, 235.41 feet;
Thence North 33°48'01" East, 599.74 feet;
Thence North 8°55'56" East, 207.76 feet;
Thence North 0°45'08" West, 361.42 feet to the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°27'20" East, 1489.22 feet along the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 2589.12 feet along the Easterly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°28'41" West, 1572.36 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

PARCEL NO. 31

**TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 31: Government Lots 1, 2, 3 and 4 and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31;

EXCEPT the West 40 feet of said Lots 1, 2, 3 and 4;

AND EXCEPT that portion deeded to Jerome Highway District No. 7 by Warranty Deed recorded March 16, 1920 in Book 36 Page 451 as Instrument Number 13459, records of Jerome County, Idaho.

FURTHER EXCEPTING that part of Government Lot 4, described as follows:

Commencing at the SW corner of said Section 31;
Thence 25.0' North to the **TRUE POINT OF BEGINNING**;
Thence North 0°06'37" West 448 feet;
Thence North 90°00'00" East 40.08 feet;
Thence North 89°53'42" East 160.05 feet;
Thence South 51°24'14" East 264 feet;
Thence South 00°05'54" East, 260.61 feet;
Thence West parallel to the South boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 6: That portion of Government Lots 2, 3 and 4 lying North of the centerline of the North Side Canal Co., Ltd. "U" canal;

EXCEPT the West 40 feet of said Lot 4.

EXCEPT that portion deeded to Lincoln County by Quitclaim Deed recorded November 15, 1912 in Book 58 Page 140, records of Jerome County, Idaho.

AND EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded July 1, 1954 in Book 153 Page 416 as Instrument Number 122801, and by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

PARCEL NO. 32

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: Lots 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, and that part of Lot 1 lying South and West of the U Canal of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 1 of Section 1 deeded to the State of Idaho for a right of way for a public highway by Right of Way Deed dated April 22, 1953, recorded July 24, 1954 in Book 153 Page 428 as Instrument Number 122971, Jerome County records.

AND EXCEPTING THEREFROM a strip of land 30 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated July 3, 1912, recorded in Book 18 Page 18, Jerome County records.

AND EXCEPTING THEREFROM an additional strip of land 20 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated November 15, 1912, recorded December 16, 1912 in Book 58 Page 140, Jerome County records.

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

Beginning at the Northwest corner for Section 1 marked with a steel pin and survey cap, the TRUE POINT OF BEGINNING;

Thence South 89°28'33" East 662.18 feet along the Northerly boundary of Section 1 to the center of the Northside Canal Company "U-3" Canal;

Thence Southwesterly along the center of said Canal the following courses:

South 3°52'53" West 51.18 feet;

South 51°08'32" West 511.76 feet;

South 65°08'01" West 64.70 feet;

South 84°18'19" West 76.76 feet;

South 59°12'54" West 46.49 feet;

South 45°02'40" West 70.95 feet;

South 83°09'59" West 35.07 feet to the Westerly boundary of Section 1 and center of said Canal;

Thence North 0°02'36" East 491.18 feet along the Westerly boundary of Section 1 to the TRUE POINT OF BEGINNING.

PARCEL NO. 33

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: That part of the SE¼, described as follows:

Beginning at the East quarter corner of Section 1;

Thence North 89°32'57" West, 40.00 feet along the Northerly boundary of the SE¼ of Section 1 to the Westerly Right-of-Way for the "Old S.H. 79" and THE TRUE POINT OF BEGINNING;

Thence South 0°07'35" East, 271.39 feet along said Highway Right-of-Way to the center of the North Side Canal Company "S" Canal;

Thence Westerly and downstream along the center of said Canal the following courses:

South 89°49'45" West, 134.02 feet;

South 68°23'23" West, 183.40 feet;

North 72°22'13" West, 54.56 feet;

South 71°32'18" West, 45.73 feet;

South 49°37'55" West, 100.00 feet;

South 70°01'26" West, 129.80 feet;

South 42°53'12" West, 520.58 feet;

Thence departing said centerline South 48°41'49" East 71.55 feet to a point on the Southerly bank of the North Side Canal Company "S-43" Lateral;

Thence along the Southerly bank of said Lateral the following courses:

South 46°20'14" West, 102.94 feet;

South 58°55'45" West, 55.17 feet;

North 82°17'40" West, 66.19 feet;

North 62°48'53" West, 125.12 feet;

North 82°06'42" West, 573.23 feet;

South 55°18'00" West, 126.71 feet;

South 67°45'12" West, 233.26 feet;

Thence South 61°20'33" West, 580.68 feet along said Southerly bank of the S-43 Lateral and crossing said Lateral to the Westerly boundary of SE¼ of Section 1;

Thence North 0°11'56" West, 1289.27 feet along said Westerly boundary of the SE¼ to the center quarter corner for Section 1;

Thence South 89°32'57" East, 2598.61 feet along the Northerly boundary of SE¼ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: That part of the SE¼, described as follows:

Beginning at the Southeast corner of Section 1;

Thence North 89°30'20" West, 40.00 feet along the Southerly boundary of Section 1 to the Westerly right of way of Old State Highway 79;

Thence North 0°07'35" West, 300.00 feet along said Westerly right of way to THE TRUE POINT OF BEGINNING;

Thence North 0°07'35" West, 1458.39 feet along said right of way;

Thence North 89°30'20" West, 900.00 feet;

Thence South 46°20'14" West, 102.94 feet;

Thence South 58°55'45" West, 55.17 feet;

Thence North 82°17'40" West, 66.19 feet;

Thence North 62°48'53" West, 125.12 feet;
Thence North 82°06'42" West, 573.23 feet;
Thence South 55°18'00" West, 126.71 feet;
Thence South 67°45'12" West, 233.26 feet;
Thence South 61°20'33" West, 580.68 feet to the Westerly boundary of the SE¼;
Thence South 0°11'56" East, 1349.93 feet along said Westerly boundary to the Southwest corner of SE¼;
Thence South 89°30'20" East, 2435.36 feet along the Southerly boundary of Section 1;
Thence North 0°07'35" West, 300.00 feet;
Thence South 89°30'20" East, 160.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34A

Together with the following described easement 50.00 feet in width easement for the benefit of Parcel No. 6 for the purpose of passing over and across said easement with the end boom of a circular pivot irrigation machine, created by Warranty Deed dated April 15, 1987, recorded April 21, 1987 as Instrument Number 305473, Jerome County records, and in Survey recorded July 1, 1987 as Instrument Number 306636c, Jerome County records, described as follows:

Beginning at the South quarter corner of Section 1;
Thence North 0°11'56" West, 1349.93 feet along the Westerly boundary of the SE¼ to the Southerly boundary of said 50.00 feet in width Easement;
Thence Easterly along the Southerly boundary of said Easement the following courses:
North 61°20'33" East, 580.68 feet;
North 67°45'12" East, 233.26 feet;
North 55°18'00" East, 126.71 feet to the end of said 50.00 feet in width Easement.

PARCEL NO. 35

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 2: SE¼NE¼; NE¼SE¼;

TRACT IV

PARCEL NO. 36

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 34: SE¼SE¼;

PARCEL NO. 37

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SW¼; SW¼SE¼

PARCEL NO. 38

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: S½NW¼, EXCEPTING THEREFROM the following described parcel of land;

Commencing at the Southwest corner of the said S½NW¼;
Thence South 89°52'05" East 269.70 feet along the Southerly boundary of said S½NW¼ to THE TRUE POINT
OF BEGINNING;
Thence South 89°52'05" East 1050.68 feet along the Southerly boundary of said S½NW¼;
Thence North 0°05'26" West 82.89 feet;
Thence North 78°34'38" West 17.30 feet;
Thence North 53°54'47" West 683.71 feet;
Thence South 36°28'11" West 375.19 feet;
Thence South 70°11'32" West 274.06 feet;
Thence South 0°07'55" West 92.02 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 39

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: NW¼SE¼;

PARCEL NO. 40

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: W½SW¼;

EXCEPTING THEREFROM a parcel of land located in the Northwest Quarter of the Southwest Quarter
described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35 which is the TRUE POINT OF
BEGINNING;
Thence South 0°00'00" East, 712.98 feet along the West boundary of Section 35 to a point on said line and the
mid line of an existing creek;
Thence North 49°33'11" East, 47.98 feet along the course of said creek to a point in said creek;
Thence North 4°09'56" East, 406.29 feet along the creek to a point in said creek;
Thence North 38°55'28" East, 154.12 feet along the creek to a point in said creek;
Thence North 32°10'49" East, 43.41 feet along the creek to a point in said creek.;
Thence North 40°04'13" East, 155.38 feet along the creek to a point on the mid section line of Section 35;
Thence North 89°46'51" West, 286.00 feet along said line to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: A tract of land located in the Northwest Quarter of the Southwest Quarter of described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35;

Thence along the North line of the Southwest quarter of Section 35 a measured bearing of South 89°47'11" East, (record South 89°46'51" East Doc. #184090) a distance of 286.00 feet to a point at the Northeast corner of corner of the property conveyed to Wesley J. and Shelli L. Scott by Gooding County Recorder's Document No. 184090, which is the TRUE POINT OF BEGINNING;

Thence continuing along the North line of the Southwest quarter of Section 35 South 89°47'11" East, a distance of 691.89 feet;

Thence South 00°12'49" West, a distance of 25.00 feet to the beginning of a curve concave to the Southeast having a radius of 1341.00 feet, a radial bearing of South 14°58'24" East, and being subtended by a chord which bears South 44°41'46" West 1354.38 feet;

Thence Westerly, Southwesterly and Southerly along said curve, a distance of 1419.77 feet;

Thence South 89°59'24" West, a distance of 25.00 feet to the West line of the Southwest quarter of Section 35;

Thence North 00°00'36" West, a distance of 278.42 feet to the Southwest corner of aforementioned Scott property, being also the centerline of the North Side Canal Company Lateral W-9;

Thence along the Southern and Eastern meandered canal centerline and the Easterly line of the Scott property the following courses and distances:

North 49°32'35" East (record North 49°33'11" East, Document No. 184090), a distance of 47.98 feet;

Thence North 04°09'20" East (record North 04°09'56" East, Document No. 184090), a distance of 406.29 feet;

Thence North 38°54'52" East (record North 38°55'28" East, Document No. 184090), a distance of 154.12 feet;

Thence North 32°10'13" East (record North 32°10'49" East, Document No. 184090), a distance of 43.41 feet;

Thence North 40°03'37" East (record North 40°04'13" East, Document No. 184090), a measured distance of 155.35 feet (record 155.38 feet, Document No. 184090) to the POINT OF BEGINNING.

PARCEL NO. 41

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE¼SE¼, described as follows:

Starting at the Southeast corner of Section 35;

Thence due North 1320 feet to **THE TRUE POINT OF BEGINNING;**

Thence North 90°00'00" West (due West) 1320 feet;

Thence North 00°00'00" East (due North) 660 feet;

Thence North 90°00'00" East (due East) 724 feet;

Thence North 00°00'00" East (due North) 147 feet;

Thence North 90°00'00" East (due East) 150 feet;

Thence North 00°00'00" East (due North) 176 feet;
Thence North 90°00'00" East (due East) 446 feet;
Thence South 00°00'00" East (due South) 983 feet, to THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM the following described parcel of land;

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE¼SE¼, THE TRUE POINT OF BEGINNING;
Thence due North 208.71 feet;
Thence due West 208.71 feet;
Thence due South 208.71 feet;
Thence due East 208.71 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 42

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SE¼

EXCEPTING THEREFROM a portion of the SE¼SE¼ more particularly described as follows:

Commencing at the Southeast corner of said Section 35;
Thence 400 feet North to the TRUE POINT OF BEGINNING;
Thence West, 850 feet;
Thence South, 400 feet;
Thence East, 850 feet;
Thence North, 400 feet to the TRUE POINT OF BEGINNING

PARCEL NO. 43

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 35;
Thence North 1320 feet;
Thence North 90°00'00" West (due West) 1320 feet;
Thence North 0°00'00" East (due North) 660 feet to THE TRUE POINT OF BEGINNING;
Thence North 90°00'00" East (due East) 724 feet;
Thence North 0°00'00" East (due North) 147 feet;
Thence North 90°00'00" East (due East) 150 feet;
Thence North 0°00'00" East (due North) 176 feet;
Thence North 90°00'00" West (due West) 50 feet;
Thence South 0°00'00" West (due South) 126 feet;
Thence North 90°00'00" West (due West) 100 feet;
Thence Southwesterly to THE TRUE POINT OF BEGINNING.

PARCEL NO. 44

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, **THE TRUE POINT OF BEGINNING;**

Thence due North 208.71 feet;

Thence due West 208.71 feet;

Thence due South 208.71 feet;

Thence due East 208.71 feet to **THE TRUE POINT OF BEGINNING.**

PARCEL NO. 45

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Part of the NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest Corner of said NW $\frac{1}{4}$;

Thence East to the center of said Section 2;

Thence North along the half Section line 1236.50 feet to the South line of the Idaho Southern railroad right of way;

Thence Northwesterly along the South line of said right of way to the West line of said NW $\frac{1}{4}$;

Thence South along the West line thereof 1986 feet to **THE POINT OF BEGINNING.**

Section 2: That part of Lots 3 and 4 lying North of the South boundary of the abandoned Idaho Southern Railroad Grade.

EXCEPTING THEREFROM the East half of the Northeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho.

PARCEL NO. 46

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM a tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 0°17'32" West a distance of 869.24 feet along the Easterly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 37°30'18" West a distance of 1017.03 feet;

Thence North 0°47'39" East a distance of 64.42 feet to a point on the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89°49'00" East a distance of 622.74 feet along the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to **THE TRUE POINT OF BEGINNING.**

PARCEL NO. 47

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Lot 1; Lot 2; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;

All that portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the North line of the right of way of the Oregon Short Line Railroad Company.

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying on the Northeasterly side of the Union Pacific Railroad right of way, **EXCEPTING THEREFROM** that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes contained in Warranty Deed dated March 30, 1972, as Instrument Number 39879, recorded April 7, 1972, Gooding County records.

All of that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northeasterly of the 100.00 foot right of way The Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and being more particularly described as follows:

Commencing at the Southeast corner of Section 2, Township 8 South, Range 15 East Boise Meridian;
Thence North 89°23'01" West along the South line of said Section 2, a distance of 1,327.62 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2;
Thence North 0°09' East along the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 678.02 feet to a point in the Northeasterly right of way line of the Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and bears North 23°05'59" East - 203.00 feet from Station 1753+99.14 of Interstate 80N, Project No. I-80N-3(22)159 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being the **REAL POINT OF BEGINNING**;
Thence Northwesterly along said Northeasterly Railroad right of way line 1,669.14 feet to a point in the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2;
Thence Easterly along said North line and the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1525.00 feet, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°19' West along the East line of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 642.00 feet, more or less, to the **REAL POINT OF BEGINNING**.

PARCEL NO. 48

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 1 and all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, North of the Railroad right of way, and that part of Lot 3 lying South of the S-2 Coulee of the North Side Canal Company system as same was located on December 20, 1958.

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the Union Pacific Railroad Right of Way.

PARCEL NO. 49

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 2, **EXCEPTING THEREFROM** a parcel of land described as follows;

Beginning at the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°49'00" East a distance of 245.71 feet along the Northerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 0°24'41" West a distance of 354.91 feet;
Thence North 89°39'29" West a distance of 245.71 feet to a point on the Westerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 0°24'41" East a distance of 354.23 feet to the **TRUE POINT OF BEGINNING**.

TRACT V

Parcel No. 50:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 51:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 52:

INTENTIONALLY OMITTED (Purchased from Gerratt)

TRACT VI

Parcel No. 53:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$; That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad; That part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad **EXCEPT** that portion deeded to the State of Idaho, described as follows:

Commencing at the West quarter corner of Section 15;
Thence North 0°13'15" East along the West line of said Section 15, a distance of 1151.0 feet, more or less, to a point in the Northeasterly right-of-way line of the Union Pacific Railroad, North Side Branch and being **THE REAL POINT OF BEGINNING**;
Thence Southeasterly along said Northeasterly railroad right-of-way line 171.0 feet, more or less, to a point that bears South 86°51'45" East, 100.0 feet from Station 52-16.19 of the County Road Survey of Grade Separation No. 3 as shown on the plans of said interstate 80N, Project No. I-80N-3(22)159, Highway Survey;
Thence North 3°08'15" East, 279.98 feet to a point that bears South 89°34'19" East, 102.91 feet from Station 55-00 of said County Road Survey;
Thence North 8°06'42" West, 362.22 feet to a point that bears North 83°35'15" East, 70.00 feet from station 58-42.03 of said County Road Survey;
Thence North 11°12'17" West, 359.10 feet to a point that bears North 83°35'15" East, 40.00 feet from Station 61-99.88 of said County Road Survey;
Thence North 5°42'43" West, 328.06 feet to a point that bears South 89°46'45" East from Station 65-31.55 of said County Road Survey;
Thence North 89°46'45" West, 25.00 feet to a point in the West line of said Section 15 coincident with Station 65-31.55 of said County Road Survey;

Thence South 0°13'15" West along said West line 1,283.85 feet to **THE REAL POINT OF BEGINNING.**

FURTHER EXCEPTING THEREFROM that part of the NE¼NW¼ described as follows:

Beginning at the North quarter corner for Section 15, marked with a ½" steel pin and survey cap, **THE TRUE POINT OF BEGINNING;**

Thence North 89°35'12" West 443.07 feet along the Northerly boundary of Section 15;

Thence South 0°08'24" East 246.48 feet;

Thence 84.16 feet along the arc of a curve left having a radius of 1304.61 feet and a chord of South 50°05'41" East 84.14 feet;

Thence South 89°35'12" East 378.65 feet to the Easterly boundary of NE¼NW¼;

Thence North 0°08'24" West 300.00 feet along the Easterly boundary of NE¼NW¼ to **THE TRUE POINT OF BEGINNING.**

Parcel No. 54:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: N½SW¼ and all that portion of the NW¼ lying South and West of Interstate I-84N (formerly I-80N).

Parcel No. 55:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: A parcel of land located in the NE¼, described as follows:

Commencing at the West quarter corner of said Section 16;

Thence South 89°27'03" East along the South boundary of the NW¼ of Section 16 for a distance of 2639.92 feet to the center quarter corner of Section 16 and being **THE TRUE POINT OF BEGINNING;**

Thence North 0°14'45" East along the West boundary of the NE¼ of Section 16 for a distance of 1279.89 feet to a point on the South right of way line of Interstate Highway I-84;

Thence South 78°52'36" East along the South right of way line of Interstate Highway I-84 for a distance of 732.14 feet;

Thence South 0°14'45" West parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.54 feet to a point on the South boundary of the NE¼ of Section 16;

Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 719.00 feet to **THE TRUE POINT OF BEGINNING.**

Parcel No. 56:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: A parcel of land located in the S½NE¼ described as follows:

Commencing at the East one quarter corner of said Section 16, from which the Northeast corner of said Section 16 bears North 00°13'16" East 2643.50 feet;

Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 1252.10 feet to a point in the center of an irrigation lateral and being **THE TRUE POINT OF BEGINNING**;

Thence continuing North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 668.41 feet;

Thence North 00°14'44" East parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.53 feet to a point on the Southerly right of way boundary of Interstate Highway I84N;

Thence South 78°52'36" East along the Southerly right of way boundary of Interstate Highway I84N for a distance of 1284.01 feet to a point in the center of an irrigation lateral;

Thence along the centerline of the irrigation lateral on the following courses:

South 09°27'26" West 83.69 feet to the point of curve of a curve right;

Southwesterly along the arc of the curve right for a distance of 106.41 feet to the point of tangent, said arc having a radius of 98.0 feet and a long chord bearing and distance of South 40°33'44" West, 101.25 feet;

South 71°40'02" West 180.99 feet to the point of curve of a curve left;

Southwesterly along the arc of the curve left for a distance of 114.91 feet to the point of tangent, said arc having a radius of 282.20 feet and a long chord bearing and distance of South 60°00'09" West 114.11 feet;

South 48°20'15" West 48.61 feet;

South 11°13'58" West 52.68 feet;

South 43°48'20" East 73.78 feet to the point of curve of a curve right;

Southerly along the arc of the curve right for a distance of 118.26 feet to the point of a reverse curve left, said arc having a radius of 73.0 feet and a long chord bearing and distance of South 02°36'18" West 105.75 feet;

Southwesterly along the arc of the curve left for a distance of 174.51 feet to the point of tangent, said arc having a radius of 285.02 feet and a long chord bearing and distance of South 31°28'30" West 171.80 feet;

South 13°56'03" West 50.89 feet;

South 08°36'58" West 71.47 feet to the point of curve of a curve right;

Southwesterly along the arc of the curve right for a distance of 34.88 feet to the point of tangent, said arc having a radius of 43.0 feet and a long chord bearing and distance of South 31°51'12" West 33.93 feet;

South 55°05'26" West 69.65 feet;

South 47°52'56" West 78.47 feet to **THE TRUE POINT OF BEGINNING**.

Parcel No. 57:

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: S½SW¼, NW¼SE¼; That part of the S½SE¼ lying West of the S-14 ditch of the North Side Canal Co.

EXCEPT that part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of Section 16;

Thence North 0°01'06" West, 33.00 feet along the Westerly boundary of said Section to **THE TRUE POINT OF BEGINNING**;

Thence South 89°43' East, 490.58 feet along a highway right of way;

Thence North 26°50'37" West, 171.72 feet;

Thence North 44°14'51" West, 120.47 feet;

Thence South 87°57'54" West, 89.03 feet;
Thence South 72°09'44" West, 162.32 feet;
Thence South 62°30'11" West, 68.24 feet;
Thence North 88°06'40" West, 25.00 feet to the Westerly boundary of Section 16;
Thence South 0°01'06" East, 153.52 feet along the Westerly boundary of Section 16 to THE TRUE POINT OF BEGINNING.

Parcel No. 58:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the NE¼, described as follows:

Beginning at the Southeast corner of Section 17;
Thence North 0°03' West, 2640.00 feet along the Easterly boundary of Section 17 to the East quarter corner of Section 17, THE TRUE POINT OF BEGINNING;
Thence North 0°03' West, 1326.15 feet along the Easterly boundary of Section 17 to the Northeast corner of the SE¼NE¼;
Thence North 0°03' West, 385.94 feet along the Easterly boundary of Section 17 to the Southeast corner of that certain parcel of land deeded to the State of Idaho by Vernon L. Miller and Lila Fern Miller, husband and wife, dated April 7, 1971, recorded June 11, 1971 in Book 182 Page 2264 as Instrument Number 189675, Jerome County records;
Thence Northwesterly along the boundary of said parcel the following courses and distances;
Thence South 89°57' West, 25.00 feet;
Thence North 57°23'18" West, 85.28 feet;
Thence North 27°27'34" West, 60.00 feet;
Thence North 18°30'11" East, 105.16 feet to a point in the Southerly boundary of Interstate Highway I-80N right of way, Idaho Department of Highways Project I-80N-3(22) 159, Section A;
Thence North 71°29'49" West, 572.69 feet along said Interstate right of way to a point on the Easterly bank of the Northside Canal Company "S" Coulee;
Thence South 19°38'32" West, 644.92 feet to a point on the Easterly bank of said coulee;
Thence South 58°46'54" West, 296.21 feet along the Easterly bank of said coulee to a point in the Northerly boundary of S½NE¼;
Thence North 89°42'24" West, 974.07 feet along the Northerly boundary of S½NE¼;
Thence South 0°04'14" East, 504.10 feet;
Thence North 86°20'17" West, 560.10 feet to a point in the Westerly boundary of the NE¼, Section 17 and the Westerly bank of the "S" Coulee;
Thence South 0°04'14" East, 852.34 feet along the Westerly boundary of the NE¼ to the center quarter corner of Section 17;
Thence South 89°38'59" East, 2637.23 feet along the Southerly boundary of the NE¼ to THE TRUE POINT OF BEGINNING.
EXCEPT the South 300 feet thereof.

Parcel No. 59:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NE¼NW¼;

Parcel No. 60:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM that portion Deeded to the State of Idaho by Deed recorded February 26, 1969 in Book 182 Page 1215 as Instrument Number 179834, Jerome County records.

Parcel No. 61:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the SE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of said Section 17;

Thence South 0°03'00" East, 660.00 feet along the Easterly boundary of said SE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;

Thence North 89°39'17" West, 2637.00 feet to the Westerly boundary of said SE $\frac{1}{4}$;

Thence South 0°04'14" East, 660.23 feet along said Westerly boundary to the Southwest corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South 89°39'33" East, 1318.38 feet along the Southerly boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°03'37" East, 448.54 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of an irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

Thence North 55°05'19" East, 43.75 feet;

Thence North 75°47'27" East, 110.63 feet;

Thence North 60°28'17" East, 119.71 feet;

Thence South 62°41'23" East, 135.65 feet;

Thence North 68°05'17" East, 92.00 feet;

Thence South 82°54'07" East, 72.22 feet;

Thence North 64°32'42" East, 122.43 feet;

Thence South 83°28'24" East, 200.01 feet;

Thence South 71°05'53" East, 219.31 feet;

Thence South 56°42'15" East, 108.34 feet;

Thence South 33°36'27" East, 53.65 feet;

Thence South 59°50'56" East, 105.52 feet;

Thence South 39°40'46" East, 102.40 feet to the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 0°03'00" West, 1303.45 feet along said Easterly boundary to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Northeast corner of the SE¼ of said Section 17, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence South 0°03'00" East along the East boundary of said SE¼, 412.19 feet;
Thence North 89°39'17" West, 2637.08 feet to a point on the West boundary of said SE¼;
Thence North 0°04'14" West along the West boundary of said SE¼, 412.42 feet to the Northwest corner of the SE¼;
Thence South 89°38'59" East along the North boundary of said SE¼, 2637.23 feet to THE TRUE POINT OF BEGINNING.

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 17: That part of the N½N½SE¼, described as follows:

Commencing at the Northeast corner of the SE¼ of said Section 17;
Thence South 0°03'00" East, 412.19 feet along the Easterly boundary of said SE¼ to THE TRUE POINT OF BEGINNING;
Thence North 89°39'17" West, 2637.08 feet to the Westerly boundary of said SE¼;
Thence South 0°04'14" East, 247.81 feet along the Westerly boundary of said SE¼ to the Southwest corner of the N½N½SE¼;
Thence South 89°39'17" East, 2637.00 feet along the Southerly boundary of said N½N½SE¼ to a point on the Easterly boundary of said SE¼;
Thence North 0°03'00" West, 247.81 feet along the Easterly boundary of said SE¼ to THE TRUE POINT OF BEGINNING.

Parcel No. 62:

**TOWNSHIP 8 SOUTH RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: That part of SE¼NE¼, and that part of the SW¼NE¼ more particularly described as follows:

Commencing at the East Quarter corner of Section 20 which is THE TRUE POINT OF BEGINNING;
Thence South 89°47'40" West, 2636.38 feet to a point which is the Center of said Section 20;
Thence Northeasterly 4285.17 feet along a 1320.00 foot Radius Arc to the right; Tangent 25, 180.23, Delta 186°00'06", with a Chord length of 2636.38 feet and a Chord Bearing of North 89°47'40": East to THE TRUE POINT OF BEGINNING.

Parcel No. 63:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: E½NE¼SW¼;

TRACT VII

Parcel No. 64:

**TOWNSHIP 7 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 34: A parcel of land in the SW¼NW¼, described as follows:

Beginning at the West ¼ corner of Section 34, Township 7 South, Range 18 East Boise Meridian, marked by a 3 inch Bureau of Land Management brass cap monument stamped 1960;

Thence North 00°14'38" East, along the West line of said Section 34, (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 1115.68 feet to a point on Non-Tangency of a curve with a radius of 1330.00 feet whose center bears North 81°36'05" East;

Thence following said curve in a counter clockwise direction through a central angle of 52°52'16" with an arc length of 1227.29 feet, (the chord of said curve bears South 34°50'03" East a distance of 1184.21 feet;

Thence South 00°21'24" West a distance of 147.90 feet to a point on the Latitudinal centerline of said Section 34;

Thence North 89°38'36" West along the Latitudinal centerline of said Section 34, a distance of 680.26 feet to THE POINT OF BEGINNING.

EXCEPT the Southerly 150.00 feet of the Westerly 550 feet of the SW¼NW¼, Section 34, Township 7 South, Range 18 East, Boise Meridian;

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

A Parcel of land located in the SW¼ of Section 5 and the SE¼ of Section 6, described as follows:

Commencing at the Southwest corner of Section 5, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped nowak LS 8077, see corner perpetuation Inst. No. 2004343;

Thence North 00°09'21" East along the West line of said Section 5 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 1272.63 feet;

Thence North 89°50'39" West a distance of 4.29 feet to a point of non-tangency of a 50.00 foot radius curve whose center bears South 49°01'54" West being a point in the centerline of a county road, also being THE POINT OF BEGINNING;

Thence following said curve in a counter clockwise direction, along said county road centerline, through a central angle of 48°26'09" with an arc length of 42.27 feet (the chord of said curve bears North 65°11'11" West a distance of 41.02 feet);

Thence North 89°24'15" West along said county road centerline, a distance of 332.71 feet;

Thence North 01°18'40" East a distance of 291.27 feet to a point on the centerline of a canal lateral;

Thence North 66°36'45" East along said centerline of canal lateral a distance of 227.67 feet to a point of tangency of a 175.00 foot radius curve whose center bears South 23°23'15" East;

Thence following said curve in a clockwise direction along said centerline of canal lateral through a central angle of 37°15'45" with an arc length of 113.81 feet (the chord of said curve bears North 85°14'38" East a distance of 111.82 feet);

Thence South 00°53'03" West a distance of 62.73 feet;

Thence South 70°35'58" East a distance of 140.18 feet;

Thence South 78°32'23" East a distance of 173.70 feet;

Thence South 22°19'16" West a distance of 173.38 feet;

Thence South 60°53'38" West a distance of 220.64 feet to THE POINT OF BEGINNING.

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 4: A parcel of land located in the Southwest ¼, described as follows:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4, (Basis of bearing per central meridian of central zone of Idaho State Plane Coordinate System) , a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4, being **THE POINT OF BEGINNING**;
Thence North 00°01'43" East along the 1/64 line a distance of 2642.24 feet to the center West-West 1/64;
Thence South 89°31'42" East along the latitudinal centerline of said Section 4, a distance of 849.35 feet;
Thence South 00°03'38" West a distance of 219.77 feet to a point of Non-Tangency of a 1300.00 foot radius curve whose center bears South 31°55'27" East;
Thence following said curve in a counter clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet, (the chord of said curve bears South 05°18'08" West a distance of 2070.25 feet);
Thence South 00°03'38" West a distance of 359.92 feet to the West 1/16 corner on the South line of said Section 4;
Thence North 89°29'34" West along the South line of said Section 4 a distance of 658.74 feet to **THE POINT OF BEGINNING**.
Subject to the (3) following access easements for ingress and egress all being 35 feet wide across said described parcel of land:

The North 35 feet of said parcel of land being parallel to the Latitudinal centerline of said Section 4, Township 8 South , Range 18 East Boise Meridian, Jerome County, Idaho.

The South 35 feet of said parcel of land being parallel to the South line of said Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho.

A 35 foot wide easement for ingress and egress , the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4;
Thence North 00°01'43" East along the 1/64 line a distance of 1540.29 feet, being **THE POINT OF BEGINNING**;
Thence South 73°02'17" East a distance of 257.32 feet to **THE POINT OF TERMINUS**.
The Sidelines of said Easements will lengthen or shorten to the East and West boundary line of said parcel of land.

TRACT VIII

Parcel No. 65:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 19: NE¼ of the NW¼, Lot 1 and NW¼ of the NE¼ AND

The West 335 feet of SW¼ of the NE¼

EXCEPT a tract conveyed to Appleton Highway District in deed recorded January 23, 1917 in Book 7 Deeds Page 151, described as follows:

Beginning at a point on the Section line 100 feet East of the North Quarter corner of Section 19, Thence South 25 feet to station one;

Thence East 75 feet to station two;

Thence South 45° West 219.2 feet to Station three;

Thence North 75 feet to Station four;

Thence North 45 degrees East 113.1 feet to station one, stations 3 and 4 are 20 feet East of the Half Section line.

AND EXCEPT the following described tract:

Beginning at the Northwest corner of said Section 19;

Thence South 89°51' East along the North boundary of Lot 1 and NE¼NW¼ for a distance of 1138.9 feet;

Thence South 0°07' West for a distance of 505.0 feet;

Thence South 17°52' West for a distance of 149.4 feet to the center line of "S" Coulee of the North Side Canal Co., as presently constructed;

Thence following said Coulee centerline the following distances and courses:

Thence North 84°32' West, 112.3 feet;

Thence South 52°35' West, 216.9 feet;

Thence South 36°09' West, 261.3 feet;

Thence South 67°06' West, 77.5 feet;

Thence South 83°51' West, 359.3 feet;

Thence North 67°32' West, 93.4 feet;

Thence North 52°01' West for a distance of 174.5 feet to the West line of Lot 1, Section 19;

Thence North along said West line for a distance of 907.2 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the North 20 feet of the West 335 feet of the SW¼NE¼.

TRACT B TWIN FALLS COUNTY

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 3: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

That part of the N½ lying North of the Northerly boundary of the right-of-way of the Union Pacific Railroad Company crossing said Section 3, said Northerly boundary of said right-of-way being 50 feet North of a line described as follows:

Beginning on the East boundary line of said Section 3 at a point 1686.3 feet South of the Northeast corner;

Thence North 69°53' West for 2611.0 feet to the point of a one degree curve to the left;

Thence following said curve for 1366.7 feet;

Thence North 83°33' West for 1516.2 feet, more or less, to a point on the West boundary of said Section 3, which line is 303.9 feet South of the Northwest corner of said Section 3.

Tract No. 2:

Commencing at the East ¼ corner of Section 3; Thence North 00°00'07" East along the East boundary of the NE¼ for a distance of 40.69 feet, which point shall be the Point of Beginning;
Thence North 89°23'12" West for a distance of 264.66 feet;
Thence North 00°21'06" East for a distance of 349.46 feet;
Thence North 49°16'14" East for a distance of 87.67 feet to a point on the arc of a curve left;
Thence Northwesterly along the arc of the curve left for a distance of 682.16 feet to a point on the South right-of-way boundary of U.S. Highway 30; said arc having a radius of 713.00 feet and a chord bearing and distance of North 16°19'48" West 656.44 feet;
Thence South 70°08'14" East along the South right-of-way boundary of U.S. Highway 30 for a distance of 404.74 feet to a point on the East boundary of the NE¼ of said Section 3;
Thence South 00°00'07" West along the East boundary of the NE¼ of said Section 3 for a distance of 901.93 feet to the Point of Beginning.

Tract No. 3:

Railroad right-of-way

Tract No. 4:

That portion deeded to the State of Idaho by Warranty Deed recorded March 21, 1968 as Instrument No. 586788, records of Twin Falls County, Idaho.

Exhibit B

Water Rights

Ground Water Rights:					Owner	No.	Water Right	Nature of Use
Type								
WR	36	2524	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	2666	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	IRRIGATION				
WR	36	7054	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER				
WR	36	7103	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7116	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7116	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER				
WR	36	7260	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER				
WR	36	7324	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7345	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER				
WR	36	7368	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER				
WR	36	7373	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7499	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7539	L & S LAND HOLDINGS LLC	IRRIGATION				
WR	36	7591	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	IRRIGATION				
WR	36	7591	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER				
WR	36	7605	BETTENCOURT, LUIS M	IRRIGATION, MITIGATION				
WR	36	7608	BETTENCOURT, LUIS M	IRRIGATION				
WR	36	7935	BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER				
WR	36	8062	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, DOMESTIC, STOCKWATER				
WR	36	8081	BETTENCOURT, LUIS M	IRRIGATION				

WR	36	8135	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	8302	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8411	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	8739	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8740	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10599	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10603	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10604	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10607	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10609	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10610	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10611	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10613	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	11111	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11112	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11113	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC
WR	36	14288	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		IRRIGATION
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	15161	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15275	BETTENCOURT, LUIS M		DOMESTIC

WR	36	15354	BETTENCOURT, LUIS M	IRRIGATION
WR	36	15672	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15674	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15676	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15679	BETTENCOURT, LUIS M	STOCKWATER
WR	36	16159	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16162	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16479	L & S LAND HOLDINGS LLC	IRRIGATION
WR	36	16480	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER

Surface Water Irrigation Rights:

Stock Certificate			
No.	Shares	Owner	
37468	332.41	L & S Land Holdings, LLC	
37469	112.7	L & S Land Holdings, LLC	
37464	110.7	L & S Land Holdings, LLC	
TOTAL	555.81		

Northside Canal Company	20092	130	Luis M. Bettencourt
	20571	308.44	Luis M. Bettencourt
	21474A	198.48	Luis M. Bettencourt
	21474B	279.88	Luis M. Bettencourt
	21510	80	Luis M. Bettencourt
	22190	45	Luis M. Bettencourt
	22304	40	Luis M. Bettencourt

22353	210	Luis M. Bettencourt
22759	100	Luis M. Bettencourt
23128	77.56	Luis M. Bettencourt
23594	80	Luis M. Bettencourt
24138	10	Luis and Sharon Bettencourt
24159	80	Luis M. Bettencourt
24221	104	Luis M. Bettencourt
24222	105.46	Luis M. Bettencourt
24318	133.2	Luis and Sharon Bettencourt
24320	109.125	Luis and Sharon Bettencourt
24392	295.46	Luis and Sharon Bettencourt
24393	405	Luis and Sharon Bettencourt
24491	10	Luis M. Bettencourt
24775	7	Luis and Sharon Bettencourt
24843	15	Luis and Sharon Bettencourt
24877	29.34	Luis M. Bettencourt
25030	80	Luis and Sharon Bettencourt
25045	50	Luis and Sharon Bettencourt
25494	100.43	Luis and Sharon Bettencourt
25513	167	Luis and Sharon Bettencourt
25703	40	Luis M. Bettencourt
25756	20	L & S Land Holdings, LLC
25771	80	Luis and Sharon Bettencourt
25784	3	Luis M. Bettencourt
TOTAL	3393.375	

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
01:51:55 PM 01-09-2015
2015000362
NO. PAGES 64 FEE: \$199.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Open End)**

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A
FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY
THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH
THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE
SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN
THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR
EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST
RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**"), and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Open End)**

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**", and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Obligations (as described herein) of Mortgagor, the Term Loan Note, the Loan Agreement, and any and all other documents entered into in connection with the Loan Agreement (the "**Loan Documents**"); provided however, this Mortgage shall not provide security for that certain Unconditional Guaranty by the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Guaranty**") or that certain Environmental Indemnity by the Borrower and the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Environmental Indemnity**").

As a condition precedent to making the Secured Obligations, Mortgagee has required (a) the Guarantors to unconditionally guarantee repayment of the Secured Obligations, (b) the Mortgagor to grant to Mortgagee, for the benefit of the Lenders, a lien and security interest covering the real and personal property described herein, and (c) the Mortgagor to provide to Mortgagee a policy or policies of title insurance from one or more title insurance companies which are reasonably acceptable to Mortgagee insuring that this Mortgage is a valid and perfected lien against the property, which is prior in right to all other claims, liens and encumbrances. Mortgagor also acknowledges that the Secured Obligations will benefit Mortgagor substantially including without limit for the following reasons: (i) the Loan will result in the release of existing indebtedness owing by Mortgagor and (ii) Mortgagor will benefit from the making of the loan by Mortgagee pursuant to the Loan Agreement and the Term Loan Note.

ARTICLE 1 GRANT OF SECURITY

1.1 Real Estate. Mortgagor, in consideration of the indebtedness secured by this Mortgage, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Mortgagee, for the benefit and security of the Mortgagee and the Lenders, all Mortgagor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "**Property**");

a. That certain real property located in Gooding, Twin Falls and Jerome Counties, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein (the "**Land**");

b. All buildings, wells and other improvements now or hereafter located on the Land, including but not limited to, the Fixtures (as defined below), and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively the "**Improvements**");

c. All fixtures (including 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 (collectively the "**Fixtures**") now or hereafter located on, attached to, installed in or used in connection with the Land;

d. All rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Mortgagor and used in connection with the Land and the Improvements or as a means of access to either or both, including all rights over the property of third persons which are related thereto and all unaccrued trespass and surface damage claims appurtenant thereto, and all written operations plans and all permits and approvals related to the Land and Improvements;

e. All of Mortgagor's right, title and interest in and to any land within any right-of-way of any open or proposed street adjoining the Land, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the Land and Improvements;

f. All of Mortgagor's existing and future rights in (including royalty and leasehold rights) oil, gas and other mineral rights in, on, under or relating to the Land;

g. All waters, water courses, water rights, including all surface and ground water rights, and riparian rights (including shares of stock evidencing the same) in, on, under or relating to the Land including but not limited to the water rights described on Exhibit B attached hereto and incorporated herein;

h. All existing and future leases and subleases relating to the Land and Improvements or any interest in them, including all deposits, advance rentals and other similar payments and that certain Agreement of Lease dated December 2, 2011 between Mortgagor, as lessor, and Bettencourt Dairies, as lessee, relating to certain portions of the Land, Improvements, and Fixtures (but not including the Rents, as defined and separately assigned in Article 5 or any short term, commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business)), as well as all options to purchase, exchange or lease the Land, Fixtures or Improvements or any interest in them (and any greater estate in the Land, Fixtures or Improvements and acquired by exercise of such options) (the "**Leases**");

i. All Mortgagor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land and Improvements, including (i) all awards made for the partial or complete taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the Land or Improvements, and (ii) all proceeds, including general intangibles and payment intangibles, of any insurance covering the Land or Improvements; and

j. All cash or non-cash proceeds of the sale, lease, license, exchange or other disposition of the Land or Improvements or general intangibles, including payment intangibles, arising therefrom. Proceeds include all subsidy payments, in cash or in kind, which may be made to Mortgagor by any person, entity or governmental agency, including but not limited to, payments and entitlements from state and federal farm programs, as well as any type of Property insurance; and any rights arising out of Land or Improvements, collections and distributions on Land or Improvements.

1.2 Personal Property. As further security for the payment, performance and observance of the Secured Obligations, Mortgagor, as debtor, hereby grants to Mortgagee for the benefit of itself and the Lenders, as secured party, a security interest in all of Mortgagor's existing and future right, title and interest in, to and under the following (collectively, the "**Personal Property**" and together with the Property, the "**Collateral**"): all (a) furniture, furnishings, equipment, machinery, materials and other personal property now or hereafter situated in or upon the Land and Improvements and used in the operation thereof, (b) contracts and policies of insurance and proceeds thereof, which may insure all or any portion of the personal property in the foregoing clause (a) and the Property against casualties and theft; (c) condemnation proceeds for all or any portion of the personal property in the foregoing clause (a) and the Property; and (d) cash or non-cash proceeds of the personal property in the foregoing clauses (a) through (d) and the Property (including but not limited to, general intangibles, including payment

intangibles, and all proceeds, which constitute property of the types described in clauses (a) through (d) of this Paragraph) and (e) any and all rights of Mortgagor to receive proceeds of any insurance, indemnity, warranty or guaranty payable by reason of loss of or damage to any of the personal property in the foregoing clause (a) and the Property . This Mortgage constitutes a security agreement for all purposes under the Uniform Commercial Code in effect in the State of the Mortgagor's formation ("**Uniform Commercial Code**"). In addition to all other rights and remedies provided for in this Mortgage and under applicable law, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagor agrees that at least ten (10) days of notice to Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification with respect to the Personal Property. If Mortgagee shall so require, Mortgagor upon the occurrence of an Event of Default (as defined herein) continuing beyond applicable notice and cure periods set forth in the Loan Agreement, will make the Personal Property available to Mortgagee at a place designated by Mortgagee, which is reasonably convenient to Mortgagee. In addition, Mortgagor shall execute such instruments and documents as Mortgagee reasonably may require from time to time to further evidence, implement, or perfect any of Mortgagee's rights, remedies and security interests.

1.3 Fixture Filing. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the Uniform Commercial Code. This Mortgage is to be recorded in the real estate records of the counties in which the Land is located. In that regard, the following information is provided:

Name of Mortgagor, as Debtor:	L & S Land Holdings, LLC Attn: Luis Bettencourt
Address of Mortgagor:	2930 South 2300 East Wendell, ID 83355
Name of Mortgagee, as Secured Party:	U.S. Bank National Association
Address of Mortgagee:	214 N. Tryon Street, 26th Floor Charlotte, NC 28202 Attention: CDO Trust Services/James Hanley

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows:

a. Mortgagor hereby authorizes Mortgagee to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature of Mortgagor; provided, however, that, without limiting the foregoing, the Mortgagee shall not have any duty or obligation to prepare, execute or file any financing statements, continuation statements or any other filings. Mortgagor hereby

represents and warrants that Mortgagor's State of formation is the State of Idaho and Mortgagor's exact legal name is as set forth herein.

- b. Mortgagor is the sole legal and equitable owner of the Collateral;
- c. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to and consented to by Mortgagee, Mortgagor has not assigned or granted any harvest or access rights or interests, or sold or leased any part of the Land or the Improvements, if any, to any other person, individual, organization, or governmental unit;
- d. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("**Liens**") covering the Collateral or any part or item thereof except easements and reservations of record;
- e. There are no federal, state or local laws, regulations, rules or standards ("**Laws**"), or permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("**Orders**") that are now in effect and which would restrict any material use of the Collateral;
- f. Mortgagor has taken all actions necessary and has been duly authorized under its governing operating agreement or organizing declaration to execute, acknowledge and deliver this Mortgage and the other Loan Documents and to perform the Secured Obligations;
- g. This Mortgage has been executed, acknowledged and delivered on behalf of Mortgagor by partners, members, representatives or officers, as applicable, of Mortgagor duly authorized to perform such acts;
- h. This Mortgage is the legally valid and binding contract of Mortgagor, and is enforceable against Mortgagor in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity, whether applied by a court of law or equity; and
- i. Neither the execution of this Mortgage nor the payment and performance of the Secured Obligations will violate any Laws or Orders affecting Mortgagor or the Collateral or constitute a breach or Event of Default (as defined herein) by Mortgagor under any agreement, contract, loan indenture, lease, instrument or like document ("**Contract**") to which Mortgagor is a party or the Collateral is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure or deed in lieu of foreclosure, of the Collateral to Mortgagee or its nominee. Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and the Lenders from and against any and all claims, loss, liability, damages, liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement of any material fact in the foregoing representations and warranties or the omission therein to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE 3 SECURED OBLIGATIONS

3.1 Secured Obligations. This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "**Secured Obligations**"):

a. The full and punctual payment of the indebtedness evidenced by each certain Term Loan Note in favor of each Lender (collectively, as amended, restated and supplemented from time to time, the "**Term Loan Note**") dated on January 8, 2015, in the aggregate principal face amount of ~~(\$4,000,000) (FOUR MILLION DOLLARS)~~ ~~(\$2,000,000)~~ with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Term Loan Note and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Term Loan Note, as well as any prepayment fees or premiums provided for in the Term Loan Note and/or the Loan Agreement to provide for such prepayment fees or premiums and all the fees and expenses provided in the Loan;

b. Payment and performance of all of the Obligations of Borrower (as defined in the Loan Agreement) including Borrower's and Mortgagor's obligations under the Term Loan Note, the Loan Agreement, the other Loan Documents and under any and all other present and future agreements executed by Mortgagor or Borrower and relating to the Term Loan Note and the Loan Agreement;

c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee (including future advances to (any) Mortgagor or Borrower), whether or not contained in a document which recites that it is secured by this Mortgage or direct or indirect including all the Obligations of Borrower;

e. Payment by Mortgagor or Borrower of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing, including (i) amendments or modifications of the required principal or interest payment dates accelerating or deferring any such payment dates, or (ii) amendments, modifications, extensions or renewals at a different rate of interest, whether or not evidenced by a new or additional notes or other document; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

Notwithstanding the foregoing, the Secured Obligations shall not include the obligations of the Borrower and the Guarantors pursuant to the Guaranty or the Environmental Indemnity.

3.2 Notice. Notice is hereby given that the interest rate, payment terms or balance due on the Term Loan Note may be indexed, adjusted, renewed or renegotiated.

3.3 Open End Instrument and Commitments. This Mortgage secures the sum of the Secured Obligations owed by Mortgagor or Borrower to Mortgagee as of the date hereof and shall secure additional extensions of credit and advances made by Mortgagee to Mortgagor or Borrower. The continuing validity and priority of this Mortgage for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee or commitments from Mortgagee to make future extensions of credit or advances exists.

ARTICLE 4 ARTICLE 4 COVENANTS

4.1 Payment of Secured Obligations. Mortgagor and Borrower shall pay the Secured Obligations when due.

4.2 Maintenance, Repair, Alterations.

4.2.1. Maintenance, Repair, and Alterations: Affirmative Covenants. Mortgagor shall:

- a. Keep the Collateral in good condition and repair;
- b. Complete promptly and in a good and workmanlike manner, any Improvement that may be constructed on the Land, and promptly restore in like manner any Improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration;
- c. Comply with all statutes, laws, ordinances, regulations, orders, rulings, rules, consents, permits, licenses, conditions of approval and authorizations of any court or governmental or regulatory body having jurisdiction over Mortgagor, the Land or Improvements ("**Laws and Ordinances**");
- d. Comply with the requirements, covenants, terms and conditions of any lien, restriction, easement, encumbrance or charge that are Permitted Exceptions (as defined herein);
- e. Keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas of the Property in good, neat order and repair;
- f. Comply with the provisions of any leases constituting part of the Collateral;
- g. Obtain and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Collateral; and
- h. Do any and all other acts, except as otherwise prohibited or restricted by the Loan Documents, which may be reasonably necessary to protect or preserve the value of the Collateral and the rights of Mortgagee in it.

4.2.2. Maintenance, Repair and Alterations: Negative Covenants. Mortgagor shall not, except upon the prior written consent of Mortgagee, which shall not be unreasonably withheld or delayed:

a. Remove, demolish or materially alter any of the Improvements, other than to make non-structural repairs in the ordinary course of business, which preserve or increase the value of the Land;

b. Commit, suffer or permit any act to be done in, upon or to any part of the Collateral in violation of any Laws and ordinances, covenants, conditions and restrictions, or Permitted Exceptions now or hereafter affecting the Collateral;

c. Commit or permit any waste or deterioration of the Collateral;

d. Take (or fail to take) any action, which would increase the risk of fire or other hazard occurring to or affecting the Collateral or which otherwise would impair the security of Mortgagee in the Collateral;

e. Abandon all or any part of the Collateral or leave the Collateral unprotected, unguarded, vacant or deserted; or

f. Initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses that may be made of the Land or Improvements by Mortgagor without the prior written consent of Mortgagee.

4.3 Insurance.

4.3.1. **Policies.** Mortgagor will maintain casualty and product liability insurance with insurance companies with respect to their operations and assets reasonably acceptable to the Required Lenders in such amounts, with such terms, and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, and make such increases in the type or amount of coverage as the Required Lenders may reasonably request including, without limitation, (i) full "revenue protection" crop insurance on corn and other crops if deemed available and economically viable in the reasonable discretion of the Mortgagor and (ii) herd insurance in an amount and scope reasonably acceptable to the Required Lenders as determined by annual review (it being acknowledged and agreed that the aggregate yearly premium payments in respect of such herd insurance shall not exceed ~~\$100,000~~ ^{\$200,000}). At the request of the Administrative Agent (acting at the direction of the Required Lenders), all policies relating to the foregoing (or such other proof of compliance with this subsection as may be satisfactory to the Required Lenders) will be delivered to the Administrative Agent and the Required Lenders and will show the Administrative Agent, for the benefit of itself and the Secured Parties, as loss payee and additional insured. It is hereby acknowledged and agreed that the casualty, product liability and business interruption insurance in such scope and amounts as currently in effect as of the Closing Date are acceptable to the Lenders.

4.3.2. **Claims.** Mortgagor shall give Mortgagee immediate notice of any casualty to any portion of the Collateral in excess of ~~\$100,000~~ ^{\$200,000}, whether or not covered by insurance. If covered, Mortgagor authorizes Mortgagee, if Mortgagee so elects, to make proof of loss, and to commence, to appear in, defend and prosecute any claim or action arising from any applicable policy and to settle, adjust or compromise any claim under any such policy. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact for all such purposes. Neither Mortgagee nor Mortgagor shall settle, adjust or compromise any such claim without the prior written approval of the other, which approval shall not be unreasonably withheld or delayed.

4.3.3. **Delivery of Proceeds to Mortgage.** If, regardless of any "Lender's Loss Payable Endorsement" requirement set forth above, the proceeds of any casualty insurance policy described above are paid to Mortgagor, Mortgagor shall deliver such proceeds to Mortgagee immediately upon receipt and until so delivered shall hold those proceeds in trust for the benefit of Mortgagee.

4.3.4. **Application of Casualty Insurance Proceeds.** Any proceeds collected (the "Proceeds") under any casualty insurance policy described in this Mortgage shall be applied as provided below:

Mortgagor shall deliver the Proceeds to Mortgagee for application to repayment of the Secured Obligations or as cash collateral in respect thereof in such order as Mortgagee in its sole discretion determines, and Mortgagee, provided solely as to any proceeds in respect of casualty or property damage insurance, shall hold such Proceeds in an account to be used for repair or reconstruction of the Improvements or Fixtures, subject to the conditions set forth below and Mortgagee's customary disbursement procedures. However, if (a) Mortgagee's Collateral has been materially impaired as determined by Mortgagee in its sole good faith credit judgment, or (b) if there is an uncured Event of Default, regardless of whether Mortgagee's Collateral has been impaired, then Mortgagee, in its sole discretion, can apply such Proceeds against the Secured Obligations.

If Mortgagor complies with this Section 4.3.4, Mortgagee shall disburse to the contractor(s), satisfactory to Mortgagee, on Mortgagor's request, in accordance with the restoration contract and Mortgagee's customary disbursement procedures. Nothing herein shall be deemed to excuse in any manner Mortgagor's obligation to make any payments with respect to the Secured Obligations when due under any Loan Document.

4.3.5. **Assignment of Policies.** If this Mortgage is foreclosed or other transfer of title or assignment of the Collateral is made in satisfaction of all or part of the Secured Obligations, then all right, title and interest of Mortgagor in and to all policies of insurance required by Section 4.3.1 above and all unearned premiums paid on them shall, without further act, pass to the purchaser or grantee of the Collateral to the extent of such transfer or assignment.

4.3.6. **Waiver of Subrogation.** Mortgagor waives all right to recover against Mortgagee (or any officer, employee, agent or representative of Mortgagee) for any loss incurred by Mortgagor from any cause insured against or required by any Loan Document to be insured against, provided however, that this waiver of subrogation shall not apply to any insurance policy if such policy's coverage would be materially reduced or impaired as a result. Mortgagor shall obtain only policies that permit this waiver of subrogation.

4.4 **Condemnation and Other Awards.** Upon learning of the actual or threatened condemnation or other taking for public or quasi-public use of all or any part of the Land, Mortgagor shall immediately notify Mortgagee. Mortgagor shall take all actions reasonably required by Mortgagee in connection with such condemnation or other taking to defend and protect the interests of Mortgagor, Mortgagee in the Land. At Mortgagee's option, Mortgagee or Mortgagor may be the named party in such proceeding. Regardless of the adequacy of its security, Mortgagee shall be entitled to participate in, control and be represented by counsel of its choice in such proceeding. All condemnation proceeds shall first be applied to reimburse Mortgagee for all their costs and expenses, including reasonable attorneys' fees, incurred in

connection with the collection of such award or settlement. The balance of such award or settlement shall be applied by Mortgagee against the Secured Obligations in such order as Mortgagee may determine.

4.5 Taxes and Impositions (Impounds). Mortgagor shall pay, prior to delinquency, all of the following (collectively the "Impositions"):

- a. All general and special real property taxes and assessments imposed on the Land; and
- b. All other taxes and assessments and charges assessed on the Property (or on the owner and/or operator of the Land) that create or may create a lien on Property; including non-governmental levies and assessments under applicable covenants, conditions and restrictions; and
- c. All business taxes; and
- d. All license fees, taxes and assessments, if any, imposed on Mortgagee (other than Mortgagee's income or franchise taxes) that are measured by or based upon (in whole or in part) the amount of the Secured Obligations.

If permitted by law, Mortgagor may pay the Imposition in installments (together with any accrued interest). Upon demand by Mortgagee from time to time, Mortgagor shall deliver to Mortgagee, within thirty (30) days following the due date of any Imposition, evidence of payment reasonably satisfactory to Mortgagee. In addition, upon demand by Mortgagee, at Mortgagor's expense, from time to time, Mortgagor shall furnish to Mortgagee a tax reporting service for the Land of a type and duration, and with a company reasonably satisfactory to Mortgagee.

4.5.1. Reserves on Impositions (Impounds). If Mortgagee requires, following the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor, shall deposit with Mortgagee such sum as Mortgagee reasonably estimates to be necessary to pay installments of Impositions and insurance policies next becoming due (collectively, the "**Impounds**") upon any of the Property. All such Impounds may be held by Mortgagee and applied in such order as Mortgagee may elect for payment of Impositions or other sums secured by this Mortgage at Mortgagee's election. Such Impounds shall constitute additional collateral for the Secured Obligations. Except as otherwise provided by law, Mortgagee shall have no obligation regarding such Impounds other than to account to Mortgagor for their receipt and application. Upon any transfer by Mortgagee of its rights or interests in the Secured Obligations or of this Mortgage, Mortgagee may turn over to the transferee such of those Impounds as Mortgagee then holds, and Mortgagee's responsibilities with respect to the Impounds shall terminate.

4.6 Utilities. Mortgagor shall promptly pay all gas, irrigation, electricity, water, sewer and other utility charges incurred for the benefit of the Collateral or that may become a lien against the Collateral; and all other similar public or private assessments and charges relating to the Collateral, regardless of whether or not any such charge is or may become a lien on the Collateral.

4.7 Liens: Non-Permitted Exceptions. Mortgagor shall not cause, incur or permit to exist any lien, restriction, easement, encumbrance or charge ("**Non-Permitted Exceptions**") upon all

or any part of the Collateral or any interest in the Collateral, other than those (“**Permitted Exceptions**”) that are set forth in the title commitment delivered to the Lender, Mortgagor shall pay and promptly discharge, at Mortgagor’s sole cost and expense, all such Non-Permitted Exceptions. If Mortgagor fails to do so, Mortgagee may, but shall not be obligated to, discharge them, without notice to or demand on Mortgagor, and without inquiring into the validity of such Non-Permitted Exceptions or the existence of any defense or offset to them. Mortgagee may discharge Non-Permitted Exceptions either by (a) paying the amount claimed to be due, or (b) procuring their discharge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or (c) in any other manner permitted or required by law. Mortgagor shall, immediately upon demand by Mortgagee, pay Mortgagee’s costs and expenses incurred in connection with such discharge, together with interest on such costs from the date of such expenditure until paid at the default rate of interest described in the Term Loan Note (“**Default Interest Rate**”).

4.8 Sale or Lease of Collateral: Due on Sale Clause. Except for short term commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business, Mortgagor shall not sell, lease, sublease or otherwise transfer all or any part of the Collateral or any interest in it, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed by Mortgagee. Transfers requiring Mortgagee’s prior written consent shall include the following:

- a. Involuntary transfers and transfers by operation of law;
- b. Liens, encumbrances and assignments as security for obligations, whether voluntary or involuntary; and
- c. The sale, issuance, disposition, encumbering or other transfer of all or any part of (i) any class of the outstanding capital stock in, or (ii) the beneficial interest of Mortgagor, whether voluntary or involuntary.

No sale, lease or other transfer shall relieve Mortgagor from primary liability for its obligations under the Loan Documents or relieve any Guarantor from any liability under any guaranty provided to Mortgagor in connection with the Term Loan Note and the Loan Agreement. Upon any such transfer to which Mortgagee does not consent, Mortgagee at its option may, without prior notice, declare all Secured Obligations immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in this Mortgage or under applicable law.

4.9 Inspections. Mortgagor authorizes Mortgagee and its agents, representatives and employees, upon reasonable notice to Mortgagor, to enter at any time upon any part of the Collateral for the purpose of inspecting the Collateral, taking soil or groundwater samples and conducting tests to investigate for the presence of hazardous materials, provided such entry shall cause as little disruption to the occupants of the Collateral as reasonably possible, provided Mortgagee restores the Collateral to its pre-inspection condition if Mortgagee’s inspection activities cause damage to the Collateral. Notwithstanding the foregoing, Mortgagor agrees to pay the costs and expenses of Mortgagee incurred in such inspections and examinations, including Mortgagee’s attorneys’ fees, after the occurrence of an Event of Default or after the occurrence of a demonstrable event or circumstance, or information comes to Mortgagee’s attention, that leads Mortgagee, in its good faith discretion, to require such inspection and

examinations, whether the services are provided by Mortgagee's employees, agents or independent contractors. Any inspection or review by Mortgagee is solely for Mortgagee's benefit to protect Mortgagee's security and preserve Mortgagee's rights under this Mortgage. Mortgagee owes no duty to inform Mortgagor or any other party of, any adverse condition affecting the Collateral, including any defects in the design or construction of the Improvements or Fixtures. No inspection by Mortgagee shall constitute a waiver of any Event of Default.

4.10 Defense of Actions. Mortgagor shall notify Mortgagee of any action or proceeding purporting to affect (a) the security of this Mortgage, (b) any of the other Loan Documents, (c) all or any part of the Collateral or any interest in it including the value or condition of any Collateral, (d) any additional or other security for the Secured Obligations, or (e) the interests, rights, powers or duties of Mortgagee under this Mortgage. Mortgagor, at no cost or expense to Mortgagee, shall appear in and defend the same. If Mortgagee elects to become or is made a party to such action or proceeding, Mortgagor shall indemnify, defend and hold Mortgagee harmless from all related liability, damage, cost and expense reasonably incurred by Mortgagee (including reasonable attorneys' fees and expenses consistent with Section 4.13 of this Mortgage), whether or not such action or proceeding is prosecuted to judgment or decision.

4.11 Protection of Security. If Mortgagor fails to make any payment or to do any act required by this Mortgage or any of the other Loan Documents, Mortgagee may do so. Mortgagee may decide to do so, in its own discretion, without obligation to do so, without further notice or demand, and without releasing Mortgagor in such manner and to such extent as it may reasonably deem necessary to protect the security of this Mortgage. In connection with such actions, Mortgagee has the right, without limitation, but not the obligation: (a) to enter upon and take possession of the Collateral upon an Event of Default after the expiration of applicable notice and cure periods; (b) to make additions, alterations, repairs and improvements to the Land, Improvements or Fixtures that in its judgment may be necessary or proper to keep the Collateral in good condition and repair, (c) to appear and participate in any action or proceeding affecting or that may affect the security of this Mortgage or the rights or powers of Mortgagee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt (excepting Permitted Exceptions) that in its judgment may affect the lien or charge of this Mortgage or appear to be prior or superior to this Mortgage; and (e) in exercising such powers, to pay all necessary or appropriate costs and expenses and employ necessary or desirable consultants.

4.12 Mortgagee's Powers. If Mortgagor fails to pay any sum, other than principal and interest on the Secured Obligations, or to perform or comply with any other obligation required by any Loan Document, Mortgagee at its election may pay such sum or comply with such obligation. Without affecting the liability of Mortgagor or any other person liable for the payment of any Secured Obligation, and without affecting the lien or charge of this Mortgage, Mortgagee may, from time to time in its sole discretion, do any of the following: (a) release any person so liable, (b) extend the maturity or alter any of the terms of any such obligation, or extend and/fund credit to the Borrower (provided however, that the consent of Mortgagor shall be required for extension or alteration of any unpaid obligation of Mortgagor to Mortgagee), (c) waive any provision of this Mortgage or grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Mortgagee's option, all or any part of the Collateral, (e) take or release any other or additional security for any Secured Obligation, or (f) make arrangements with debtors in relation to the Secured Obligations. Waiver by Mortgagee of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction

or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, Mortgagee shall not have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Mortgagee, or as to any unpaid balance of the indebtedness secured by this Mortgage.

4.13 Reimbursement of Costs, Fees and Expenses: Secured by Mortgage. Upon an Event of Default after the expiration of applicable notice and cure periods, Mortgagor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Mortgagee in administering this Mortgage, the collection of the Secured Obligations, and Mortgagee's exercise of any right, power, privilege or remedy under this Mortgage. Such amounts include (a) foreclosure fees and receiver's fees and expenses, (b) costs and fees paid or incurred by Mortgagee and/or any receiver appointed under this Mortgage in connection with the custody, operation, use, maintenance, management, protection, preservation, collection, appraisal, sale or other liquidation of the Collateral, (c) advances made by Mortgagee to complete or partially construct all or part of any Improvements, which may have been commenced on the Land, or otherwise to protect the lien or charge of this Mortgage, (d) costs of evidence of title, costs of surveys and costs of appraisals, and costs resulting from Mortgagor's failure to perform any of the provisions of this Mortgage. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Mortgagee's outside counsel and of any experts and agents (including fees of law clerks, paralegals, investigators and others not admitted to the bar but performing services under the supervision of an attorney), and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Collateral, in protecting the lien or priority of any Loan Document, or in any litigation or controversy connected with the Secured Obligations, including any bankruptcy, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding. Reasonable counsel fees shall include fees incurred not only in enforcing the Secured Obligations in any bankruptcy or receivership proceeding, but also any fees incurred in participating in the bankruptcy or receivership proceedings generally. Such sums shall be secured by this Mortgage and shall bear interest from the date of expenditure until paid at the Default Interest Rate.

ARTICLE 5

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

5.1 Assignment of Rents, Issues and Profits. Mortgagor absolutely, unconditionally and irrevocably assigns and transfers to Mortgagee all of its right, title and interest in and to (a) the Leases and (b) all rents, issues, profits, royalties, income and other proceeds and similar benefits accruing to Mortgagor derived from the Leases (collectively the "**Rents**"), and gives to Mortgagee the right, power and authority to collect such Rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Mortgagor's name, for all Rents, and to apply them to the Secured Obligations. Mortgagee hereby grants to Mortgagor a license to collect and retain Rents (but not more than one month in advance unless the written approval of Mortgagee has first been

obtained, except for agricultural leases entered into by Mortgagor in the ordinary course of business which require payment of rent on a less frequent basis than monthly, for which advance permission need not be obtained) so long as an Event of Default shall not have occurred and be continuing beyond applicable notice and cure periods set forth in the Loan Agreement. The assignment of the Rents in this Article 5 is intended to be and constitutes a present, unconditional and absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest, and Mortgagee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Property.

5.2 Collection Upon Default. Upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor's license to collect the Rents shall automatically terminate. Upon such termination, Mortgagee may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Collateral; (b) with or without taking possession of the Collateral in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Mortgagor); and (c) apply the Rents (less costs and expenses of operation and collection, including attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Mortgagee may determine, even if payment or performance of said Secured Obligation may not then be due. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagor agrees that, upon the occurrence of any Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor shall promptly deliver all Rents and security deposits to Mortgagee. The collection of Rents, or the entering and taking possession of the Land, or the application of Rents as provided above, shall not (i) cure or waive any Event of Default or notice of default under this Mortgage or the other Loan Documents, (ii) invalidate any act performed in response to such Event of Default or pursuant to such notice of default, (iii) cause Mortgagee to be deemed a mortgage-in-possession of all or any part of the Land, or (iv) cause Mortgagee to be responsible for or under any duty to produce rents or profits.

5.3 Representations and Warranties. Mortgagor represents and warrants that Mortgagor has delivered to Mortgagee a true, accurate and complete list of all Leases, and that, except as disclosed to Mortgagee in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.

5.4 Covenants. Except as otherwise stated herein, Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases; (b) give Mortgagee prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (d) deliver to Mortgagee fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Mortgage, in form and substance acceptable to Mortgagee, as Mortgagee may request. Mortgagor shall not, without Mortgagee's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the tenants from any obligations thereunder; (v) consent to any assignment or subletting by any tenant under any Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Mortgagee shall be null and void. Without in any way limiting the requirement of Mortgagee's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

ARTICLE 6 REMEDIES UPON DEFAULT

6.1 Events of Default. The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") under this Mortgage:

6.1.1. Mortgagor fails to pay any amount owing under this Mortgage when due; or

6.1.2. Mortgagor fails to pay any taxes, insurance premiums, assessments or rents required under this Mortgage; or

6.1.3. Mortgagor fails to observe or perform any other obligation contained in this Mortgage; or

6.1.4. The occurrence of an Event of Default as defined in the Loan Agreement any other Loan Document; or

6.1.5. All or any portion of the Improvements or Fixtures are destroyed by fire or other casualty and Mortgagor fails to satisfy all of the restoration conditions within the time periods specified in Section 4.3 of this Mortgage; or

6.1.6. All, or any part of the Land or other Collateral having a value in excess of ~~700,000~~ ~~(\$24,000,000)~~ is condemned, taken in eminent domain, seized or appropriated

by any governmental or quasi-governmental agency or entity, unless appropriate compensation has been paid to the Mortgagee; or

6.1.7. Mortgagor fails to observe or perform any obligation in, or otherwise defaults under, any mortgage encumbering any part of the Mortgaged Property.

6.2 Acceleration Upon Default: Additional Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, and after expiration of any notice and cure period set forth in the Loan Agreement, exercise all of the applicable rights and remedies set forth in the other Loan Documents or otherwise available under applicable law and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Mortgagee exercises any said right or remedy, Mortgagee may:

6.2.1. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its Collateral;

a. Enter upon and take possession of all or part of the Collateral, in its own name;

b. Conduct environmental assessments and surveys and do any other acts that it deems necessary or desirable to preserve the value, marketability or rentability of all or part of the Collateral or interest in the Collateral or increase the Collateral's income, or protect the lien or charge of this Mortgage;

c. With or without taking possession of the Collateral, sue for or otherwise collect the Rents, including those past due and unpaid; and

d. Apply the Rents (less costs and expenses of operation and collection including attorneys' fees) to any Secured Obligations, all in such order as Mortgagee may determine;

The entering and taking possession of the Collateral, the collection of such Rents and their application shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Collateral or the collection, receipt and application of any of the Rents is by Mortgagee or a receiver, Mortgagee shall be entitled to exercise every right provided for in the Loan Agreement and other Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

6.2.2. Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants contained in this Mortgage;

6.2.3. Exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Mortgagee, in its sole discretion, may determine, including requiring Mortgagor to assemble the Collateral and make the Collateral available to Mortgagee at a reasonably convenient location. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Mortgagee and shall be secured by this Mortgage; and/or

6.2.4. Exercise all other rights and remedies provided in this Mortgage, in any other Loan Document or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or as provided by law or in equity.

6.3 Appointment of Receiver. Notwithstanding anything to the contrary herein, upon the occurrence of an Event of Default under this Mortgage, Mortgagee, without regard to the then value of the Collateral or the interest of Mortgagor in it and with no obligation to follow notice and cure procedures set forth herein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Land, Fixtures or Improvements without the need to post a bond. Mortgagee or such receiver may take all usual actions as well as any permitted by a court in connection with such entry. Mortgagee is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Land, Fixtures or Improvements, (ii) collect and apply to the outstanding balances of the Secured Obligations all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, and shall continue to exercise all such powers until the date of confirmation of sale of the Land, Fixtures or Improvements, unless such receivership is sooner terminated. If Mortgagee elects to enter or take possession of the Land, Fixtures or Improvements, it will not assume any liability to Mortgagor or any other person for operation or maintenance of the Land, Fixtures or Improvements, and Mortgagor expressly waives any such Mortgagee liability.

6.4 Application of Funds After Default. Except as otherwise provided in this Mortgage, upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagee may at any time, with notice to Mortgagor if providing such notice will not adversely delay the exercise of Mortgagee's rights or remedies, apply to any Secured Obligation, in such manner and order as Mortgagee may elect, even if such Secured Obligation may not yet be due, any amounts received and held by Mortgagee to pay insurance premium or impositions or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Mortgagee from or on account of Mortgagor or the Collateral, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligation, any of the rights or powers of Mortgagee under the terms of any Loan Document, or any of the obligations of Mortgagor or any guarantor under the Loan Agreement or any other Loan Document; or cure or waive any Event of Default or notice of default under the Loan Documents; or invalidate any act of Mortgagee.

6.5 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Mortgage or any other Loan Document or other agreement or any law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, deed of trust, mortgage, pledge, lien, assignment or otherwise. Neither the acceptance nor enforcement (whether by court action or pursuant to the power of sale or other powers herein contained) of this Mortgage shall impair Mortgagee's right to realize upon or enforce any other security held by Mortgagee. Mortgagee shall be entitled to enforce this Mortgage and any other security for the Secured Obligations held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy conferred upon or reserved to Mortgagee is intended to be exclusive of

any other remedy in this Mortgage, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Mortgagee. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and it may pursue inconsistent remedies. Mortgagor may be joined in any action brought by Mortgagee to foreclose under or otherwise enforce this Mortgage.

6.6 Request for Notice. Mortgagor requests that a copy of any notice of default and that a copy of any notice of sale under this Mortgage be mailed to it at the address set forth in the first paragraph of this Mortgage.

ARTICLE 7 MISCELLANEOUS

7.1 Amendments. This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

7.2 Intentionally Deleted.

7.3 Statements By Mortgagor. Mortgagor shall, within ten (10) days after notice from Mortgagee, deliver to Mortgagee a written statement setting forth whether Mortgagor has any knowledge that any offset or defense exists against the Secured Obligations.

7.4 Statements By Mortgagee. For any statement or accounting requested by Mortgagor or any other entitled person pursuant to applicable law, or for any other document or instrument furnished to Mortgagor by Mortgagee, Mortgagee may charge: (a) the maximum amount permitted by law at the time of the request, (b) if no such maximum, then the greater of Mortgagee's customary charges or the actual cost to Mortgagee.

7.5 Notices. All notices, demands, approvals and other communications shall be made in writing to the appropriate party at the address set forth in the first paragraph of this Mortgage. All such notices shall be made in accordance with the Loan Agreement.

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

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

7.8 Intentionally Deleted.

7.9 No Merger of Lease. Foreclosure of the lien created by this Mortgage on the Land, Fixtures or Improvements shall not destroy or terminate the Lease, any Assigned Lease or other lease or sublease then existing and affecting all or any portion of the Land, Fixture or Improvement, unless Mortgagee or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall terminate any Assigned Lease or other lease or sublease unless a Mortgagee or such purchaser shall give written notice of termination to such tenant or subtenant. If both the lessor's and lessee's estate under any lease that constitutes a part of the Land, Fixture or Improvement shall become vested in one owner, this Mortgage and its lien shall not be destroyed or terminated by application of the doctrine of merger unless

Mortgagee so elects, as evidenced by recording a written declaration so stating. Until Mortgagee so elects, Mortgagee shall continue to have and enjoy all of the rights, powers and privileges of Mortgagee under this Mortgage as to the separate estates.

7.10 Governing Law and Venue. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Mortgage, this Mortgage shall be governed by, and construed in accordance with, the laws of Idaho, it being acknowledged that the Loan Agreement and other Loan Documents are governed by the laws of New York. In all respects, including, without limiting the generality of the foregoing, matters of construction and validity, this Mortgage will be governed by, and construed in accordance with the laws of the state of Idaho applicable to mortgages made in such state and any applicable law of the United States of America. ANY LEGAL SUIT, ACTION, OR PROCEEDING BROUGHT BY A PARTY AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS MORTGAGE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT LOCATED IN ADA COUNTY, IDAHO. ALL PARTIES WAIVE ALL OBJECTIONS WHICH THEY MAY NOW HAVE OR HEREAFTER ACQUIRE BASED ON VENUE AND/OR FORUM NON CONVENIENS FOR ANY SUCH SUIT, ACTION, OR PROCEEDING.

7.11 Intentionally Deleted.

7.12 Interpretation. In this Mortgage, the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Mortgage to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation."

7.13 Further Assurances. Mortgagor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Mortgagee may reasonably require to: (a) correct any defect, error or omission in this Mortgage or the execution or acknowledgment of this Mortgage, (b) subject to the lien of this Mortgage any of Mortgagor's properties covered or intended to be covered by this Mortgage, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Mortgage, or (e) better assure and confirm to Mortgagee its respective rights, powers and remedies under this Mortgage.

7.14 Successors and Assigns. Subject to Section 4.8 above, this Mortgage applies to, inures to the benefit of and binds all parties to this Mortgage, their heirs, legatees, devisees, administrators, executors, successors and assigns; *provided*, no assignment of rights duties or obligations of Mortgagee shall be effective without the prior written consent of Mortgagee.

7.15 Construction. To the extent that there is a conflict between this Mortgage and the Loan Agreement, the Loan Agreement shall control.

7.16 Waiver of Marshalling Rights. Mortgagor for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Land, hereby waives all rights to have the Collateral and/or any other property that is now or later may be security for any Secured Obligation ("Other Collateral") marshaled upon any foreclosure of this

Mortgage or on a foreclosure of any other security for any of the Secured Obligations. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Collateral and any or all of the Other Collateral, as a whole or in separate parcels, in any order Mortgagee may designate.

7.17 WAIVER OF JURY TRIAL. MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT 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.

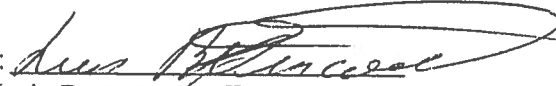
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER NEW YORK LAW.

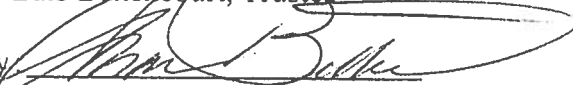
IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

MORTGAGOR:

L & S LAND HOLDINGS, LLC

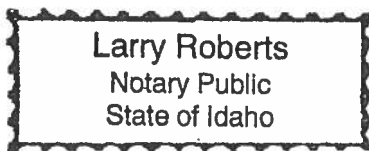
By: Luis Bettencourt and Sharon Bettencourt, in their capacity as trustees of the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008
Its: Sole Member

By: 
Luis Bettencourt, Trustee

By: 
Sharon Bettencourt, Trustee

STATE OF Idaho)
County of Lewis Falls) ss.
Idaho

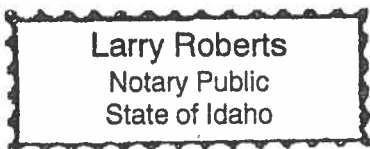
On this 8 day of January, 2015, before me personally appeared Luis M. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that he was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Lewis Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

STATE OF Idaho)
County of Lewis Falls) ss.

On this 8 day of January, 2015, before me personally appeared Sharon L. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that she executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that she was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Lewis Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

TRACT A - JEROME AND GOODING COUNTIES

TRACT I

PARCEL NO. 1

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

S $\frac{1}{2}$ SW $\frac{1}{4}$ and that part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, and that part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 29, described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW $\frac{1}{4}$ of Section 29;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW $\frac{1}{4}$ of Section 29 to the Westerly boundary of said Section 29;
Thence North 0°22'11" West, 914.58 feet to the Northwest corner of said Section 29;
Thence North 0°27'06" West, 1702.61 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
North 61°51'09" East, 743.98 feet;
Thence North 68°04'56" East, 233.31 feet;
Thence South 86°57'48" East, 217.65 feet;
Thence North 53°25'37" East, 108.92 feet;
Thence North 81°04'09" East, 99.39 feet;
Thence South 74°46'17" East, 45.30 feet to the Westerly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 20;
Thence South 0°23'38" East, 886.84 feet to the Southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°40'52" East, 1322.25 feet to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 0°20'12" East, 1317.31 feet along the Easterly boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 20 to
THE POINT OF BEGINNING.

AND

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

Section 29: That part of the W $\frac{1}{2}$, described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW $\frac{1}{4}$ of Section 29 to THE TRUE POINT OF BEGINNING;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW $\frac{1}{4}$ of Section 29 to the Westerly boundary of said Section 29;
Thence South 0°22'11" East along the West boundary of said Section 29, 1730.32 feet to the Southwest corner of the NW $\frac{1}{4}$ of said Section 29;
Thence South 0°16'11" East along the West boundary of said Section 29, 1322.12 feet to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29;

Thence South 89°42'13" East along the South boundary of said NW¼SW¼, 1320.56 feet to the Southeast corner of said NW¼SW¼;
Thence North 0°17'52" West along the East boundary of said NW¼SW¼, 1321.42 feet to the Northeast corner of said NW¼SW¼;
Thence North 0°20'52" West along the East boundary of the SW¼NW¼, 1322.72 feet to the Southwest corner of the NE¼NW¼ of said Section 29;
Thence South 89°41'08" East along the South boundary of the NE¼NW¼, 1320.42 feet to the Southeast corner of said NE¼NW¼;
Thence North 0°19'33" West along the East boundary of said NE¼NW¼, 408.43 feet to THE TRUE POINT OF BEGINNING.

AND

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

That part of the SE¼ and that part of the SE¼SW¼ of Section 19, and that part of the N½ of Section 30, described as follows:

Beginning at the Northeast corner of said Section 30;
Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼ of Section 30;
Thence North 89°41'50" West, 264.77 feet;
Thence South 25°51'13" West, 411.29 feet to the center of a farm road;
Thence along the center of said farm road the following courses and distances:
South 44°25'57" West, 200.38 feet;
Thence South 56°41'04" West, 179.53 feet;
Thence South 61°55'44" West, 117.21 feet;
Thence South 72°15'48" West, 360.34 feet;
Thence South 86°55'51" West, 268.61 feet;
Thence South 86°33'47" West, 419.63 feet;
Thence South 76°54'39" West, 280.54 feet;
Thence South 66°52'45" West, 1305.41 feet;
Thence leaving said farm road North 49°03'47" West, 72.42 feet to a point 1708.00 feet from the center of a pivot sprinkler;
Thence Northerly 2549.70 feet on the arc of a non-tangent curve to the left with a radius of 1708.00 feet, a central angle of 85°31'51" and a chord which bears North 1°49'43" West, 2319.46 feet to a point 1708.00 feet from the center of said pivot sprinkler;
Thence North 45°24'22" East, 223.19 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 70°11'10" East, 471.28 feet;
Thence North 71°56'55" East, 158.48 feet;
Thence North 39°38'16" East, 237.06 feet;
Thence North 45°28'38" East, 580.39 feet;
Thence North 19°07'45" West, 166.90 feet;
Thence North 46°53'21" East, 139.86 feet;
Thence North 74°31'08" East, 800.26 feet to the Westerly boundary of the SE¼SE¼ of said Section 19;
Thence South 0°23'09" East, 1160.70 feet to the Southwest corner of said SE¼SE¼;
Thence South 89°54'57" East, 1320.33 feet to THE POINT OF BEGINNING.

AND

Commencing at the Southeast corner of said Section 19;
Thence North 0°27'06" West, 1318.08 feet to the Northeast corner of said SE¼SE¼ and **THE TRUE POINT OF BEGINNING**;
Thence North 89°50'00" West, 531.89 feet along the Northerly boundary of said SE¼SE¼ to the center of said irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
North 22°32'26" East, 139.20 feet;
Thence North 61°51'09" East, 539.27 feet to the Easterly boundary of said Section 19;
Thence South 0°27'06" East, 384.53 feet to **THE TRUE POINT OF BEGINNING**.

Section 19: SE¼SE¼;

AND

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

Section 30: A parcel of land described as follows:

Beginning at the Northeast corner of said Section 30;
Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼, Section 30 to **THE TRUE POINT OF BEGINNING**;
Thence North 89°41'50" West, 264.77 feet;
Thence South 25°51'13" West, 411.29 feet to the center of a farm road;
Thence along the center of said farm road the following courses and distances:
South 44°25'57" West, 200.38 feet;
Thence South 56°41'04" West, 179.53 feet;
Thence South 61°55'44" West, 117.21 feet;
Thence South 72°15'48" West, 360.34 feet;
Thence South 86°55'51" West, 268.61 feet;
Thence South 86°33'47" West, 419.63 feet;
Thence South 76°54'39" West, 280.54 feet;
Thence South 66°52'45" West, 1305.41 feet;
Thence leaving said farm road South 338.67 feet to a point 1330.14 feet from the center of a pivot sprinkler;
Thence Southerly 1901.96 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 81°55'37" and a chord which bears South 40°58'18" East, 1744.02 feet to a point on the Southerly boundary of the N½SE¼ of said Section 30, 1330.14 feet from the center of said pivot sprinkler;
Thence South 89°50'50" East along the South boundary of said N½SE¼, 2215.84 feet to the Southeast corner of said N½SE¼;
Thence North 0°16'11" West along the East boundary of said N½SE¼, 1322.12 feet to the Northeast corner of the SE¼ of said Section 30;
Thence North 0°22'11" West, 1730.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PART OF THE S½ OF SECTION 19 AND THAT PART OF THE N½ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the TRUE POINT OF BEGINNING;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
South 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to THE TRUE POINT OF BEGINNING;

PARCEL NO. 2

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

Section 30: That part of the SW¼SE¼ and that part of the SE¼SW¼, described as follows:

Beginning at the Southeast corner of Section 30;
Thence North 89°49'35" West, 1319.23 feet along the Southerly boundary of Section 30 to the Southeast corner of SW¼SE¼, THE TRUE POINT OF BEGINNING;
Thence North 0°18'24" West, 1321.65 feet along the Easterly boundary of the SW¼SE¼ to the Northeast corner of SW¼SE¼;
Thence North 89°50'50" West, 895.76 feet along the Northerly boundary of SW¼SE¼;
Thence Southwesterly 1774.58 feet along the Arc of a curve right having a radius of 1330.14 feet and a chord of South 38°12'43" West, 1645.87 feet;
Thence South 25.00 feet to the Southerly boundary of Section 30;
Thence South 89°49'35" East, 601.70 feet along said Southerly boundary to the South quarter corner of Section 30;
Thence South 89°49'35" East, 1319.23 feet along the Southerly boundary of Section 30 to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet of Section 30 to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 3

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

Section 30: That part of the S½ and NW¼, described as follows:

Commencing at the Southwest corner of said Section 30;
Thence South 89°49'35" East, 1112.53 feet along the Southerly boundary of said Section 30 to **THE TRUE POINT OF BEGINNING**;
Thence South 89°49'35" East, 502.03 feet along the Southerly boundary of said Section 30;
Thence North 25.00 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 3676.55 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 158°22'01" and a chord which bears North 2°45'06" West, 2613.02 feet;
Thence North 338.67 feet to the center of a farm access road;
Thence North 49°03'47" West, 72.42 feet to the edge of an adjoining circular pivot irrigation system;
Thence along the edge of said adjoining circular pivot irrigation system, 797.35 feet on the arc of a curve to the right with a radius of 1708.00 feet, a central angle of 26°44'51" and a chord which bears South 54°18'39" West, 790.13 feet;
Thence South 22°18'56" East, 12.57 feet to the edge of the first mentioned circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1300.62 feet on the arc of a curve to the left with a radius of 1330.14 feet, central angle of 56°01'26" and a chord which bears South 39°40'21" West, 1249.42 feet to the Westerly boundary of said Section 30;
Thence South 0°00'24" East, 537.98 feet to the edge of said circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1627.74 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 70°06'54" and a chord which bears South 46°43'53" East, 1528.06 feet to **THE TRUE POINT OF BEGINNING**.

ALSO INCLUDING the following described parcel:

Commencing at the Southwest corner of said SW¼;
Thence North 0°00'24" West, 1581.98 feet along the Westerly boundary of said SW¼ to the edge of a circular pivot irrigation system;
Thence Northeasterly along the edge of said pivot irrigation system, 591.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 25°29'01" and a chord which bears North 24°24'10" East, 586.75 feet to **THE TRUE POINT OF BEGINNING**;
Thence continuing along the edge of said pivot irrigation system, 16.00 feet on the arc of said curve to the right with a radius of 1330.14 feet, a central angle of 0°41'21" and a chord which bears North 37°29'21" East, 16.00 feet;
Thence North 52°30'39" West, 219.32 feet;
Thence South 37°29'21" West, 16.00 feet;
Thence South 52°30'39" East, 219.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 4

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

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the South 25 feet of Section 30 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 5

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

Section 31: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$;

The West 780.00 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-3 Canal of the North Side Canal Company System, more particularly described as follows:

Beginning at the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East along the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 780 feet;
Thence South to the centerline of the North Side Canal Company W-3 Canal;
Thence Southwesterly along the centerline of said W-3 Canal to the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- A. East 100.00 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the centerline of the W-3 Canal of the North Side Canal Company System;
- B. Beginning at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East, 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 1°47'50" West, 412.37 feet to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West, 180.00 feet;
Thence South 88°12'10" East, 242.00 feet;
Thence North 1°47'50" East, 180.00 feet;
Thence North 88°12'10" West, 242.00 feet to THE TRUE POINT OF BEGINNING;

EXCEPT the North 25 feet of Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and West 25 feet of Lot 1, as set forth in Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records, for County Road.

PARCEL NO. 6

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

Section 31: Part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;

Thence South 1°47'50" West 412.37 feet to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West 180.00 feet;
Thence South 88°12'10" East 242.00 feet;
Thence North 1°47'50" East 180.00 feet;
Thence North 88°12'10" West 242.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6A

INCLUDES use of easement for ingress, egress and utilities over a 20.00 foot wide strip of land as created in Warranty Deed recorded September 30, 1980 as Instrument Number 85505, described as follows:

Commencing at the Northwest corner of said N½NW¼;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N½NW¼ to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West 412.37 feet;
Thence South 88°12'10" East 20.00 feet;
Thence North 1°47'50" East 412.94 feet to the Northerly boundary of said N½NW¼;
Thence North 89°49'35" West 20.01 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7

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

Section 31: Lot 2 and the West 25 feet of Lots 3 and 4

EXCEPTING THEREFROM the West 25 feet of Lot 2 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 8

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: N½; SE¼;

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;
Thence North 0°03'28" West, 330.00 feet;
Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;
Thence South 0°03'28" East, along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING;

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

Part of the NW¼ of Section 30 and
Part of the SW¼ of Section 19 described below

AND

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Part of the NE¼ of Section 25 and
Part of the SE¼ of Section 24, described as follows:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;
Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 Feet;
Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;
Thence along the center of said "W" lateral the following courses and distances:
North 58°33'42" West, 375.84 feet;
Thence North 68°09'35" West, 176.29 feet;
Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;
Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;
Thence South 89°26'15" West, 594.48 feet;
Thence South 59°21'51" West, 114.27 feet;
Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;
Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;
Thence South 29°35'31" West, 2.60 feet;
Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;
Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 9

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

Section 19: That part of the S½ described as follows:

Section 30: That part of the N½ described as follows:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the **TRUE POINT OF BEGINNING**;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
North 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 9A

TOGETHER WITH the following non-exclusive Easement 20.00 feet in width, for access and utilities created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;
Thence along the Northerly side of said 20.00 feet in width Easement the following courses:
North 53°17'50" East 589.71 feet;
North 66°39'27" East 1377.20 feet;
Thence along the Southerly side of said 20.00 feet in width Easement the following courses:
North 87°54'18" East 1416.21 feet;
North 24°32'26" East 1321.72 feet to the end of said 20.00 feet in width access and utility Easement.

TOGETHER WITH the following Easement for well and pump access created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;
Thence North 53°17'50" East 589.71 feet;
Thence North 66°39'27" East 1377.20 feet to the beginning of said well Easement;
Thence North 87°54'18" East 50.00 feet;
Thence South 2°05'42" East 50.00 feet;
Thence South 77°16'52" West 79.85 feet;
Thence North 23°20'33" West 50.00 feet;
Thence North 66°39'27" East 50.00 feet to the end of said well Easement.

PARCEL NO. 10

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

Section 19: The West portion of Lot 3 and the West portion of Lot 4 lying North of the "W" Canal of the North Side Canal Company, Limited.

EXCEPTING THEREFROM that part described as follows:

Beginning at the Northeast corner of said Section 19;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said SE¼NE¼ of Section 19, **THE TRUE POINT OF BEGINNING**;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said S½ of Section 19;
Thence South 0°27'06" East 933.56 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 61°51'09" West 539.27 feet;
Thence South 22°32'26" West 139.20 feet to the Northerly boundary of the SE¼SE¼ of Section 19;
Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE¼SE¼;
Thence South 0°23'09" East 159.27 feet along the Westerly boundary of said SE¼SE¼ to the center of said irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 74°31'08" West 800.26 feet;
Thence South 46°53'21" West, 139.86 feet;
Thence South 19°07'45" East, 166.90 feet;
Thence South 45°28'38" West, 580.30 feet;
Thence South 39°38'16" West, 237.06 feet;
Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East 1318.31 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 11

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 24: SE¼SE¼, **EXCEPTING THEREFROM** that portion of the following described tract lying with Section 24:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;

Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 feet;

Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;

Thence along the center of said "W" lateral the following courses and distances:

North 58°33'42" West, 375.84 feet;

Thence North 68°09'35" West, 176.29 feet;

Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;

Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;

Thence South 89°26'15" West, 594.48 feet;

Thence South 59°21'51" West, 114.27 feet;

Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;

Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;

Thence South 29°35'31" West, 2.60 feet;

Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;

Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 12

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

Section 30: Part of the SW¼, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter;

Thence South 0°00'24" East 207.07 feet along the Westerly boundary of said SW¼ to the TRUE POINT OF BEGINNING;

Thence South 0°00'24" East 851.51 feet along said Westerly boundary;

Thence Northeasterly along the edge of a circular pivot irrigation system 1300.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 56°01'25" and a chord which bears North 39°40'22" East 1249.41 feet;

Thence North 22°18'57" West 12.57 feet to the edge of a second circular pivot irrigation system;

Thence Westerly along the edge of said second circular pivot irrigation system 809.82 feet on the arc of a non-tangent curve to the right with a radius of 1708.00 feet, a central angle of 27°09'56" and a chord which bears South 81°16'03" West 802.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 13

**TOWNSHIP 7 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;

Thence North 0°03'28" West, 330.00 feet;

Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;

Thence South 0°03'28" East along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 14

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

Section 31: SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM the East 100 feet.

PARCEL NO. 15

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

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the S $\frac{1}{2}$, described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, and THE TRUE POINT OF BEGINNING;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said S $\frac{1}{2}$ of Section 19;

Thence South 0°27'06" East, 933.56 feet to the center of an irrigation canal;

Thence along the center of said irrigation canal the following courses and distances: South 61°51'09" West, 539.27 feet;

Thence South 22°32'26" West, 139.20 feet to the Northerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19;

Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°23'09" East, 159.27 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

South 74°31'08" West, 800.26 feet;

Thence South 46°53'21" West, 139.86 feet;

Thence South 19°07'45" East, 166.90 feet;

Thence South 45°28'38" West, 580.30 feet;

Thence South 39°38'16" West, 237.06 feet;

Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East, 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East, 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West, 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East, 1318.31 feet to THE TRUE POINT OF BEGINNING.

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

Section 20: NW¼ and that part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of said NW¼ of Section 20;
Thence South 89°38'00" East, 2642.48 feet to the Northeast corner of said NW¼;
Thence South 0°20'13" East, 2640.01 feet to the Southeast corner of said NW¼;
Thence North 89°39'55" West, 1323.57 feet to the Northeast corner of said NW¼SW¼ of Section 20;
Thence South 0°23'39" East, 430.85 feet along the Easterly boundary of said NW¼SW¼ to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances: North 74°46'17" West, 45.30 feet;
Thence South 81°04'09" West, 99.39 feet;
Thence South 53°25'37" West, 108.92 feet;
Thence North 86°57'48" West, 217.65 feet;
Thence South 68°04'56" West, 233.31 feet;
Thence South 61°51'09" West, 743.98 feet to the Westerly boundary of said NW¼SW¼;
Thence North 0°27'06" West, 933.56 feet to the Northwest corner of said NW¼SW¼;
Thence North 0°14'06" West, 2641.43 feet to THE POINT OF BEGINNING.

PARCEL NO. 16

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

Section 20: E½;

PARCEL NO. 17

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

Section 19: Lot 2, SE¼NW¼, SW¼NE¼

PARCEL NO. 18

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

Section 30: Part of Government Lot 4, more particularly described as follows:

Beginning at the Southwest corner for Section 30, the **TRUE POINT OF BEGINNING**;
Thence North 0°00'24" West, 928.82 feet along the Westerly boundary of Section 30;
Thence North 89°59'36" East, 25.00 feet;
Thence Southeasterly 1359.21 feet along the arc of a curve left having a radius of 1333.71 feet and a chord of South 46°03'04" East, 1306.53 feet;
Thence South 0°10'25" West, 25.00 feet to the Southerly boundary for Section 30;
Thence North 89°49'35" West, 965.47 feet along the Southerly boundary of Section 30 to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 19

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

Section 29: E½SE¼; SE¼NE¼;

Section 28: Part of the N½SW¼, described as follows:

Commencing at an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest ¼ of said Section 28, from which a 5/8 inch iron pin marking the Northwest corner of said Southwest ¼ bears North 00°06'53" East at a distance of 2639.06 feet;
Thence along the West line of said Southwest ¼, North 00°06'53" East, a distance of 1319.53 feet to the Southwest corner of the N½SW¼ of said Section 28, being also **THE POINT OF BEGINNING**;
Thence continuing along the West line of said N½SW¼, North 00°06'53" East, a distance of 549.01 feet to a ½ inch rebar with cap stamped PLS 9858 marking the center of the W3 Lateral of the North Side Canal Company;
Thence along the center of said W3 Lateral the following bearings and distances:
North 85°21'09" East, a distance of 24.78 feet;
Thence North 80°27'26" East, a distance of 141.62 feet to the beginning of a curve tangent to said line;
Thence Easterly, Northeasterly and Northerly a distance of 153.04 feet along the curve concave to the Northwest, having a radius of 110.00 feet, a central angle of 79°42'55", and being subtended by a chord that bears North 40°35'59" East, 140.99 feet;
Thence North 00°44'31" East tangent to said curve, a distance of 201.65 feet to the beginning of a curve tangent to said line;
Thence Northerly, Northeasterly and Easterly a distance of 107.95 feet along the curve concave to the Southeast, having a radius of 75.00 feet, a central angle of 82°28'03", and being subtended by a chord that bears North 41°58'33" East, 98.87 feet;
Thence North 83°12'35" East tangent to said curve, a distance of 96.35 feet to the beginning of a curve tangent to said line;

Thence Easterly and Northeasterly a distance of 292.87 feet along the curve concave to the Northwest, having a radius of 338.33 feet, a central angle of 49°35'51", and being subtended by a chord that bears North 58°24'39" East, 283.81 feet;
Thence North 33°36'43" East tangent to said curve, a distance of 232.99 feet to the North line of the N½SW¼ of said Section 28;
Thence along the North line of said N½SW¼, South 89°21'54" East, a distance of 898.76 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 84°18'05" East, a distance of 124.52 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 72°47'53" East, a distance of 237.80 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 51°33'57" East, a distance of 89.01 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 44°25'46" East, a distance of 368.54 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 42°05'52" East, a distance of 294.98 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 39°19'22" East, a distance of 125.38 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the East line of the N½SW¼ of said Section 28;
Thence along the East line of said N½SW¼, South 00°05'51" West, a distance of 612.67 feet to the Southeast corner of said N½SW¼;
Thence along the South line of said N½SW¼, North 89°22'26" West, a distance of 2646.17 feet to THE POINT OF BEGINNING.

SW¼SW¼, EXCEPTING THEREFROM that portion deeded to the Jerome Highway District by Correction Quitclaim Deed recorded June 15, 1981 as Instrument No. 258740, Jerome County records and revealed in Judgment recorded October 30, 1981 as Instrument No. 260993, Jerome County records.

AND EXCEPTING THEREFROM part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner for Section 28;
Thence North 0°22'30" West, 25.00 feet along the Westerly boundary of Section 28 to THE TRUE POINT OF BEGINNING;
Thence North 0°22'30" West, 834.07 feet along said Westerly boundary;
Thence North 89°37'27" East, 49.85 feet to a non-tangent curve;
Thence 1197.24 feet Southeasterly on a Curve left having a Radius of 1390.00 feet and a Chord of South 45°38'39" East, 1160.57 feet;
Thence South 0°07'46" West, 25.00 feet to the Northerly boundary of a County road known as the "400 North road;"
Thence North 89°52'14" West, 874.16 feet along said boundary to THE TRUE POINT OF BEGINNING.

PARCEL NO. 20

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

Section 28: A parcel of land in the SE¼SW¼, described as follows:

Commencing at the Southwest corner of said Section 28;
Thence North 89°55'26" East, 1323.28 feet along the South boundary of said Section 28 to the Southwest corner of the SE¼SW¼;
Thence North 0°35'10" West, 39.22 feet along the West boundary of the SE¼SW¼ to THE REAL POINT OF BEGINNING;

Thence from this Real Point of Beginning and continuing along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 0°35'10" West, 1280.10 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 89°55'57" East, 1323.09 feet to the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 0°35'39" East, 204.73 feet;
Thence along a curve to the right having a central angle of 80°01'38", a radius of 1320.00 feet, a tangent of 1108.15 feet, a length of arc of 1843.70 feet and a long chord of 1697.44 feet on a bearing of South 50°37'25" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 21

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

Section 29: NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$;

PARCEL NO. 22

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

Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

TRACT II

PARCEL NO. 23

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

Section 14: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 15: S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM that portion lying South of the centerline of the North Side Canal Company "W" Canal, more particularly described as follows:

Commencing at the Northwest corner of the said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 0°07'58" East, 562.38 feet along the Westerly boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to the center of the North Side Canal Company "W" Canal and THE TRUE POINT OF BEGINNING;
Thence South 0°07'58" East, 758.11 feet to the Southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 89°41'11" East, 2643.72 feet to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ and the center of said "W" Canal;
Thence Westerly along the approximate center of said "W" Canal the following courses and distances:
North 26°10'12" West, 237.37 feet;
Thence North 44°56'58" West, 199.28 feet;
Thence South 52°21'52" West, 240.71 feet;
Thence North 67°19'08" West, 646.97 feet;
Thence North 87°18'51" West, 178.79 feet;

Thence North 64°23'23" West, 203.61 feet;
Thence South 73°01'14" West, 419.96 feet;
Thence North 62°58'56" West, 335.62 feet;
Thence North 71°13'41" West, 561.62 feet to THE TRUE POINT OF BEGINNING.

Section 22: E½NE¼; SW¼NE¼; SE¼NW¼;

Section 23: W½NW¼;

PARCEL NO. 24

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

Section 21: N½NE¼; N½NW¼;

Section 22: W½NW¼; NE¼NW¼; NW¼NE¼.

PARCEL NO. 25

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

Section 14: E½SW¼;

Section 23: N½NE¼; SE¼NE¼; NE¼NW¼;

Section 23: SW¼NE¼;

That part of the SE¼NW¼ Lying North and East of the "X" Canal of the North Side Canal Co., Ltd.
That part of the NE¼SW¼ Lying North and East of the "X" Canal of the North Side Canal Co., Ltd.

A tract of land lying in the NW¼SE¼, more particularly described as follows:

Beginning at the Northeast corner of the NW¼SE¼ of Section 23;
Thence along the North boundary Westerly for a distance of 25 feet, which is THE TRUE POINT OF BEGINNING;
Thence North 89°38' West for a distance of 1,295 feet, more or less, to the Northwest corner of said NW¼SE¼;
Thence South 0°2' East for a distance of 309.4 feet;
Thence South 36°29' East for a distance of 242.8 feet;
Thence North 60°02' East for a distance of 740.6 feet;
Thence North 89°08' East for a distance of 508.9 feet;
Thence North 0°02' West for a distance of approximately 121.5 feet to THE TRUE POINT OF BEGINNING;

Section 24: S½NW¼;

PARCEL NO. 26

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

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 14: N $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the Southeast corner of Section 14. Said point lies South 00°01'26" West 2641.22 feet from the East quarter corner of Section 14;

Thence North 00°01'26" East 1686.10 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING;

Thence North 89°58'34" West 168.82 feet;

Thence North 00°01'26" East 258.03 feet;

Thence South 89°58'34" East 168.82 feet to the East boundary of Section 14;

Thence South 00°01'26" West 258.03 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southeast corner of Section 14 and being the TRUE POINT OF BEGINNING;

Thence North 89°32'03" West 1009.11 feet along the South boundary of Section 14;

Thence North 00°27'57" East 43.50 feet;

Thence North 65°08'29" East 551.55 feet;

Thence North 18°32'50" East 136.95 feet;

Thence North 41°57'03" East 145.40 feet;

Thence North 34°53'54" East 185.80 feet;

Thence South 89°58'34" East 261.50 feet to a point on the East boundary of Section 14;

Thence South 00°01'26" West 673.82 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southwest corner of Section 13 and being the TRUE POINT OF BEGINNING;

Thence North 00°01'26" East 827.29 feet along the West boundary of Section 13;

Thence South 89°58'34" East 52.44 feet;

Thence South 31°19'41" East 189.87 feet;

Thence South 29°35'36" East 212.70 feet;

Thence South 41°57'29" East 219.57 feet;

Thence South 52°09'32" East 208.05 feet;

Thence South 60°59'51" East 208.05 feet;

Thence South 69°50'11" East 208.05 feet;

Thence South 00°30'28" West 25.00 feet to the South boundary of Section 13;

Thence North 89°29'32" West 944.72 feet along the South boundary of Section 13 to the TRUE POINT OF BEGINNING.

PARCEL NO. 27

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

Section 22: That part of the following described property located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the East quarter corner of said Section 22, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence West along the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to the Northwest corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South along the West boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet;

Thence East parallel to the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to a point on the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence North along the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 28

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

Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$;

TRACT III

PARCEL NO. 29

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

Section 25: That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the "U" Canal
of the North Side Canal Co., Ltd.

PARCEL NO. 30

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

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the following described parcel of land:

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence North 0°01'15" East along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 55.00 feet;

Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°28'41" West, 252.00 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

W $\frac{1}{2}$ SE $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;
Thence North 0°01'25" East along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 1322.32 feet to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°28'00" West, 545.71 feet to the center of the North Side Canal Co. "U" Canal;
Thence Northerly along the center of said "U" Canal the following courses and distances:
North 15°21'46" West, 20.14 feet;
Thence North 5°13'28" East, 235.41 feet;
Thence North 33°48'01" East, 599.74 feet;
Thence North 8°55'56" East, 207.76 feet;
Thence North 0°45'08" West, 361.42 feet to the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°27'20" East, 1489.22 feet along the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 2589.12 feet along the Easterly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°28'41" West, 1572.36 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

PARCEL NO. 31

**TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 31: Government Lots 1, 2, 3 and 4 and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31;

EXCEPT the West 40 feet of said Lots 1, 2, 3 and 4;

AND EXCEPT that portion deeded to Jerome Highway District No. 7 by Warranty Deed recorded March 16, 1920 in Book 36 Page 451 as Instrument Number 13459, records of Jerome County, Idaho.

FURTHER EXCEPTING that part of Government Lot 4, described as follows:

Commencing at the SW corner of said Section 31;
Thence 25.0' North to the **TRUE POINT OF BEGINNING**;
Thence North 0°06'37" West 448 feet;
Thence North 90°00'00" East 40.08 feet;
Thence North 89°53'42" East 160.05 feet;
Thence South 51°24'14" East 264 feet;
Thence South 00°05'54" East, 260.61 feet;
Thence West parallel to the South boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 6: That portion of Government Lots 2, 3 and 4 lying North of the centerline of the North Side Canal Co., Ltd. "U" canal;

EXCEPT the West 40 feet of said Lot 4.

EXCEPT that portion deeded to Lincoln County by Quitclaim Deed recorded November 15, 1912 in Book 58 Page 140, records of Jerome County, Idaho.

AND EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded July 1, 1954 in Book 153 Page 416 as Instrument Number 122801, and by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

PARCEL NO. 32

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: Lots 2, 3, 4, S½NE¼, SW¼, S½NW¼, and that part of Lot 1 lying South and West of the U Canal of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM that part of the SE¼NE¼ and Lot 1 of Section 1 deeded to the State of Idaho for a right of way for a public highway by Right of Way Deed dated April 22, 1953, recorded July 24, 1954 in Book 153 Page 428 as Instrument Number 122971, Jerome County records.

AND EXCEPTING THEREFROM a strip of land 30 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated July 3, 1912, recorded in Book 18 Page 18, Jerome County records.

AND EXCEPTING THEREFROM an additional strip of land 20 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated November 15, 1912, recorded December 16, 1912 in Book 58 Page 140, Jerome County records.

AND EXCEPTING THEREFROM that part of the NW¼NW¼, described as follows:

Beginning at the Northwest corner for Section 1 marked with a steel pin and survey cap, the TRUE POINT OF BEGINNING;

Thence South 89°28'33" East 662.18 feet along the Northerly boundary of Section 1 to the center of the Northside Canal Company "U-3" Canal;

Thence Southwesterly along the center of said Canal the following courses:

South 3°52'53" West 51.18 feet;

South 51°08'32" West 511.76 feet;

South 65°08'01" West 64.70 feet;

South 84°18'19" West 76.76 feet;

South 59°12'54" West 46.49 feet;

South 45°02'40" West 70.95 feet;

South 83°09'59" West 35.07 feet to the Westerly boundary of Section 1 and center of said Canal;

Thence North 0°02'36" East 491.18 feet along the Westerly boundary of Section 1 to the TRUE POINT OF BEGINNING.

PARCEL NO. 33

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: That part of the SE¼, described as follows:

Beginning at the East quarter corner of Section 1;

Thence North 89°32'57" West, 40.00 feet along the Northerly boundary of the SE¼ of Section 1 to the Westerly Right-of-Way for the "Old S.H. 79" and THE TRUE POINT OF BEGINNING;

Thence South 0°07'35" East, 271.39 feet along said Highway Right-of-Way to the center of the North Side Canal Company "S" Canal;

Thence Westerly and downstream along the center of said Canal the following courses:

South 89°49'45" West, 134.02 feet;

South 68°23'23" West, 183.40 feet;

North 72°22'13" West, 54.56 feet;

South 71°32'18" West, 45.73 feet;

South 49°37'55" West, 100.00 feet;

South 70°01'26" West, 129.80 feet;

South 42°53'12" West, 520.58 feet;

Thence departing said centerline South 48°41'49" East 71.55 feet to a point on the Southerly bank of the North Side Canal Company "S-43" Lateral;

Thence along the Southerly bank of said Lateral the following courses:

South 46°20'14" West, 102.94 feet;

South 58°55'45" West, 55.17 feet;

North 82°17'40" West, 66.19 feet;

North 62°48'53" West, 125.12 feet;

North 82°06'42" West, 573.23 feet;

South 55°18'00" West, 126.71 feet;

South 67°45'12" West, 233.26 feet;

Thence South 61°20'33" West, 580.68 feet along said Southerly bank of the S-43 Lateral and crossing said Lateral to the Westerly boundary of SE¼ of Section 1;

Thence North 0°11'56" West, 1289.27 feet along said Westerly boundary of the SE¼ to the center quarter corner for Section 1;

Thence South 89°32'57" East, 2598.61 feet along the Northerly boundary of SE¼ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: That part of the SE¼, described as follows:

Beginning at the Southeast corner of Section 1;

Thence North 89°30'20" West, 40.00 feet along the Southerly boundary of Section 1 to the Westerly right of way of Old State Highway 79;

Thence North 0°07'35" West, 300.00 feet along said Westerly right of way to THE TRUE POINT OF BEGINNING;

Thence North 0°07'35" West, 1458.39 feet along said right of way;

Thence North 89°30'20" West, 900.00 feet;

Thence South 46°20'14" West, 102.94 feet;

Thence South 58°55'45" West, 55.17 feet;

Thence North 82°17'40" West, 66.19 feet;

Thence North 62°48'53" West, 125.12 feet;
Thence North 82°06'42" West, 573.23 feet;
Thence South 55°18'00" West, 126.71 feet;
Thence South 67°45'12" West, 233.26 feet;
Thence South 61°20'33" West, 580.68 feet to the Westerly boundary of the SE¼;
Thence South 0°11'56" East, 1349.93 feet along said Westerly boundary to the Southwest corner of SE¼;
Thence South 89°30'20" East, 2435.36 feet along the Southerly boundary of Section 1;
Thence North 0°07'35" West, 300.00 feet;
Thence South 89°30'20" East, 160.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34A

Together with the following described easement 50.00 feet in width easement for the benefit of Parcel No. 6 for the purpose of passing over and across said easement with the end boom of a circular pivot irrigation machine, created by Warranty Deed dated April 15, 1987, recorded April 21, 1987 as Instrument Number 305473, Jerome County records, and in Survey recorded July 1, 1987 as Instrument Number 306636c, Jerome County records, described as follows:

Beginning at the South quarter corner of Section 1;
Thence North 0°11'56" West, 1349.93 feet along the Westerly boundary of the SE¼ to the Southerly boundary of said 50.00 feet in width Easement;
Thence Easterly along the Southerly boundary of said Easement the following courses:
North 61°20'33" East, 580.68 feet;
North 67°45'12" East, 233.26 feet;
North 55°18'00" East, 126.71 feet to the end of said 50.00 feet in width Easement.

PARCEL NO. 35

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 2: SE¼NE¼; NE¼SE¼;

TRACT IV

PARCEL NO. 36

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 34: SE¼SE¼;

PARCEL NO. 37

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SW¼; SW¼SE¼

PARCEL NO. 38

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: S½NW¼, EXCEPTING THEREFROM the following described parcel of land;

Commencing at the Southwest corner of the said S½NW¼;
Thence South 89°52'05" East 269.70 feet along the Southerly boundary of said S½NW¼ to THE TRUE POINT OF BEGINNING;
Thence South 89°52'05" East 1050.68 feet along the Southerly boundary of said S½NW¼;
Thence North 0°05'26" West 82.89 feet;
Thence North 78°34'38" West 17.30 feet;
Thence North 53°54'47" West 683.71 feet;
Thence South 36°28'11" West 375.19 feet;
Thence South 70°11'32" West 274.06 feet;
Thence South 0°07'55" West 92.02 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 39

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: NW¼SE¼;

PARCEL NO. 40

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: W½SW¼;

EXCEPTING THEREFROM a parcel of land located in the Northwest Quarter of the Southwest Quarter described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35 which is the TRUE POINT OF BEGINNING;
Thence South 0°00'00" East, 712.98 feet along the West boundary of Section 35 to a point on said line and the mid line of an existing creek;
Thence North 49°33'11" East, 47.98 feet along the course of said creek to a point in said creek;
Thence North 4°09'56" East, 406.29 feet along the creek to a point in said creek;
Thence North 38°55'28" East, 154.12 feet along the creek to a point in said creek;
Thence North 32°10'49" East, 43.41 feet along the creek to a point in said creek.;
Thence North 40°04'13" East, 155.38 feet along the creek to a point on the mid section line of Section 35;
Thence North 89°46'51" West, 286.00 feet along said line to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: A tract of land located in the Northwest Quarter of the Southwest Quarter of described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35;

Thence along the North line of the Southwest quarter of Section 35 a measured bearing of South 89°47'11" East, (record South 89°46'51" East Doc. #184090) a distance of 286.00 feet to a point at the Northeast corner of corner of the property conveyed to Wesley J. and Shelli L. Scott by Gooding County Recorder's Document No. 184090, which is the TRUE POINT OF BEGINNING;

Thence continuing along the North line of the Southwest quarter of Section 35 South 89°47'11" East, a distance of 691.89 feet;

Thence South 00°12'49" West, a distance of 25.00 feet to the beginning of a curve concave to the Southeast having a radius of 1341.00 feet, a radial bearing of South 14°58'24" East, and being subtended by a chord which bears South 44°41'46" West 1354.38 feet;

Thence Westerly, Southwesterly and Southerly along said curve, a distance of 1419.77 feet;

Thence South 89°59'24" West, a distance of 25.00 feet to the West line of the Southwest quarter of Section 35;

Thence North 00°00'36" West, a distance of 278.42 feet to the Southwest corner of aforementioned Scott property, being also the centerline of the North Side Canal Company Lateral W-9;

Thence along the Southern and Eastern meandered canal centerline and the Easterly line of the Scott property the following courses and distances:

North 49°32'35" East (record North 49°33'11" East, Document No. 184090), a distance of 47.98 feet;

Thence North 04°09'20" East (record North 04°09'56" East, Document No. 184090), a distance of 406.29 feet;

Thence North 38°54'52" East (record North 38°55'28" East, Document No. 184090), a distance of 154.12 feet;

Thence North 32°10'13" East (record North 32°10'49" East, Document No. 184090), a distance of 43.41 feet;

Thence North 40°03'37" East (record North 40°04'13" East, Document No. 184090), a measured distance of 155.35 feet (record 155.38 feet, Document No. 184090) to the POINT OF BEGINNING.

PARCEL NO. 41

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: That part of the NE¼SE¼, described as follows:

Starting at the Southeast corner of Section 35;

Thence due North 1320 feet to THE TRUE POINT OF BEGINNING;

Thence North 90°00'00" West (due West) 1320 feet;

Thence North 00°00'00" East (due North) 660 feet;

Thence North 90°00'00" East (due East) 724 feet;

Thence North 00°00'00" East (due North) 147 feet;

Thence North 90°00'00" East (due East) 150 feet;

Thence North 00°00'00" East (due North) 176 feet;
Thence North 90°00'00" East (due East) 446 feet;
Thence South 00°00'00" East (due South) 983 feet, to THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM the following described parcel of land;

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE¼SE¼, THE TRUE POINT OF BEGINNING;
Thence due North 208.71 feet;
Thence due West 208.71 feet;
Thence due South 208.71 feet;
Thence due East 208.71 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 42

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SE¼

EXCEPTING THEREFROM a portion of the SE¼SE¼ more particularly described as follows:

Commencing at the Southeast corner of said Section 35;
Thence 400 feet North to the TRUE POINT OF BEGINNING;
Thence West, 850 feet;
Thence South, 400 feet;
Thence East, 850 feet;
Thence North, 400 feet to the TRUE POINT OF BEGINNING

PARCEL NO. 43

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 35;
Thence North 1320 feet;
Thence North 90°00'00" West (due West) 1320 feet;
Thence North 0°00'00" East (due North) 660 feet to THE TRUE POINT OF BEGINNING;
Thence North 90°00'00" East (due East) 724 feet;
Thence North 0°00'00" East (due North) 147 feet;
Thence North 90°00'00" East (due East) 150 feet;
Thence North 0°00'00" East (due North) 176 feet;
Thence North 90°00'00" West (due West) 50 feet;
Thence South 0°00'00" West (due South) 126 feet;
Thence North 90°00'00" West (due West) 100 feet;
Thence Southwesterly to THE TRUE POINT OF BEGINNING.

PARCEL NO. 44

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, **THE TRUE POINT OF BEGINNING**;

Thence due North 208.71 feet;

Thence due West 208.71 feet;

Thence due South 208.71 feet;

Thence due East 208.71 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 45

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Part of the NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest Corner of said NW $\frac{1}{4}$;

Thence East to the center of said Section 2;

Thence North along the half Section line 1236.50 feet to the South line of the Idaho Southern railroad right of way;

Thence Northwesterly along the South line of said right of way to the West line of said NW $\frac{1}{4}$;

Thence South along the West line thereof 1986 feet to **THE POINT OF BEGINNING**.

Section 2: That part of Lots 3 and 4 lying North of the South boundary of the abandoned Idaho Southern Railroad Grade.

EXCEPTING THEREFROM the East half of the Northeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho.

PARCEL NO. 46

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM a tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 0°17'32" West a distance of 869.24 feet along the Easterly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 37°30'18" West a distance of 1017.03 feet;

Thence North 0°47'39" East a distance of 64.42 feet to a point on the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89°49'00" East a distance of 622.74 feet along the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 47

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Lot 1; Lot 2; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;

All that portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the North line of the right of way of the Oregon Short Line Railroad Company.

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying on the Northeasterly side of the Union Pacific Railroad right of way, **EXCEPTING THEREFROM** that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes contained in Warranty Deed dated March 30, 1972, as Instrument Number 39879, recorded April 7, 1972, Gooding County records.

All of that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northeasterly of the 100.00 foot right of way The Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and being more particularly described as follows:

Commencing at the Southeast corner of Section 2, Township 8 South, Range 15 East Boise Meridian;
Thence North 89°23'01" West along the South line of said Section 2, a distance of 1,327.62 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2;
Thence North 0°09' East along the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 678.02 feet to a point in the Northeasterly right of way line of the Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and bears North 23°05'59" East - 203.00 feet from Station 1753+99.14 of Interstate 80N, Project No. I-80N-3(22)159 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being the **REAL POINT OF BEGINNING**;
Thence Northwesterly along said Northeasterly Railroad right of way line 1,669.14 feet to a point in the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2;
Thence Easterly along said North line and the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1525.00 feet, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°19' West along the East line of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 642.00 feet, more or less, to the **REAL POINT OF BEGINNING**.

PARCEL NO. 48

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 1 and all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, North of the Railroad right of way, and that part of Lot 3 lying South of the S-2 Coulee of the North Side Canal Company system as same was located on December 20, 1958.

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the Union Pacific Railroad Right of Way.

PARCEL NO. 49

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 2, **EXCEPTING THEREFROM** a parcel of land described as follows;

Beginning at the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°49'00" East a distance of 245.71 feet along the Northerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 0°24'41" West a distance of 354.91 feet;
Thence North 89°39'29" West a distance of 245.71 feet to a point on the Westerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 0°24'41" East a distance of 354.23 feet to the **TRUE POINT OF BEGINNING**.

TRACT V

Parcel No. 50:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 51:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 52:

INTENTIONALLY OMITTED (Purchased from Gerratt)

TRACT VI

Parcel No. 53:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$; That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad; That part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad **EXCEPT** that portion deeded to the State of Idaho, described as follows:

Commencing at the West quarter corner of Section 15;
Thence North 0°13'15" East along the West line of said Section 15, a distance of 1151.0 feet, more or less, to a point in the Northeasterly right-of-way line of the Union Pacific Railroad, North Side Branch and being **THE REAL POINT OF BEGINNING**;
Thence Southeasterly along said Northeasterly railroad right-of-way line 171.0 feet, more or less, to a point that bears South 86°51'45" East, 100.0 feet from Station 52-16.19 of the County Road Survey of Grade Separation No. 3 as shown on the plans of said interstate 80N, Project No. I-80N-3(22)159, Highway Survey;
Thence North 3°08'15" East, 279.98 feet to a point that bears South 89°34'19" East, 102.91 feet from Station 55-00 of said County Road Survey;
Thence North 8°06'42" West, 362.22 feet to a point that bears North 83°35'15" East, 70.00 feet from station 58-42.03 of said County Road Survey;
Thence North 11°12'17" West, 359.10 feet to a point that bears North 83°35'15" East, 40.00 feet from Station 61-99.88 of said County Road Survey;
Thence North 5°42'43" West, 328.06 feet to a point that bears South 89°46'45" East from Station 65-31.55 of said County Road Survey;
Thence North 89°46'45" West, 25.00 feet to a point in the West line of said Section 15 coincident with Station 65-31.55 of said County Road Survey;

Thence South 0°13'15" West along said West line 1,283.85 feet to THE REAL POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the NE¼NW¼ described as follows:

Beginning at the North quarter corner for Section 15, marked with a ½" steel pin and survey cap, THE TRUE POINT OF BEGINNING;
Thence North 89°35'12" West 443.07 feet along the Northerly boundary of Section 15;
Thence South 0°08'24" East 246.48 feet;
Thence 84.16 feet along the arc of a curve left having a radius of 1304.61 feet and a chord of South 50°05'41" East 84.14 feet;
Thence South 89°35'12" East 378.65 feet to the Easterly boundary of NE¼NW¼;
Thence North 0°08'24" West 300.00 feet along the Easterly boundary of NE¼NW¼ to THE TRUE POINT OF BEGINNING.

Parcel No. 54:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: N½SW¼ and all that portion of the NW¼ lying South and West of Interstate I-84N (formerly I-80N).

Parcel No. 55:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: A parcel of land located in the NE¼, described as follows:

Commencing at the West quarter corner of said Section 16;
Thence South 89°27'03" East along the South boundary of the NW¼ of Section 16 for a distance of 2639.92 feet to the center quarter corner of Section 16 and being THE TRUE POINT OF BEGINNING;
Thence North 0°14'45" East along the West boundary of the NE¼ of Section 16 for a distance of 1279.89 feet to a point on the South right of way line of Interstate Highway I-84;
Thence South 78°52'36" East along the South right of way line of Interstate Highway I-84 for a distance of 732.14 feet;
Thence South 0°14'45" West parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.54 feet to a point on the South boundary of the NE¼ of Section 16;
Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 719.00 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 56:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: A parcel of land located in the S½NE¼ described as follows:

Commencing at the East one quarter corner of said Section 16, from which the Northeast corner of said Section 16 bears North 00°13'16" East 2643.50 feet;
 Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 1252.10 feet to a point in the center of an irrigation lateral and being **THE TRUE POINT OF BEGINNING**;
 Thence continuing North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 668.41 feet;
 Thence North 00°14'44" East parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.53 feet to a point on the Southerly right of way boundary of Interstate Highway I84N;
 Thence South 78°52'36" East along the Southerly right of way boundary of Interstate Highway I84N for a distance of 1284.01 feet to a point in the center of an irrigation lateral;
 Thence along the centerline of the Irrigation lateral on the following courses:
 South 09°27'26" West 83.69 feet to the point of curve of a curve right;
 Southwesterly along the arc of the curve right for a distance of 106.41 feet to the point of tangent, said arc having a radius of 98.0 feet and a long chord bearing and distance of South 40°33'44" West, 101.25 feet;
 South 71°40'02" West 180.99 feet to the point of curve of a curve left;
 Southwesterly along the arc of the curve left for a distance of 114.91 feet to the point of tangent, said arc having a radius of 282.20 feet and a long chord bearing and distance of South 60°00'09" West 114.11 feet;
 South 48°20'15" West 48.61 feet;
 South 11°13'58" West 52.68 feet;
 South 43°48'20" East 73.78 feet to the point of curve of a curve right;
 Southerly along the arc of the curve right for a distance of 118.26 feet to the point of a reverse curve left, said arc having a radius of 73.0 feet and a long chord bearing and distance of South 02°36'18" West 105.75 feet;
 Southwesterly along the arc of the curve left for a distance of 174.51 feet to the point of tangent, said arc having a radius of 285.02 feet and a long chord bearing and distance of South 31°28'30" West 171.80 feet;
 South 13°56'03" West 50.89 feet;
 South 08°36'58" West 71.47 feet to the point of curve of a curve right;
 Southwesterly along the arc of the curve right for a distance of 34.88 feet to the point of tangent, said arc having a radius of 43.0 feet and a long chord bearing and distance of South 31°51'12" West 33.93 feet;
 South 55°05'26" West 69.65 feet;
 South 47°52'56" West 78.47 feet to **THE TRUE POINT OF BEGINNING**.

Parcel No. 57:

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
 JEROME COUNTY, IDAHO**

Section 16: S½SW¼, NW¼SE¼; That part of the S½SE¼ lying West of the S-14 ditch of the North Side Canal Co.

EXCEPT that part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of Section 16;
 Thence North 0°01'06" West, 33.00 feet along the Westerly boundary of said Section to **THE TRUE POINT OF BEGINNING**;
 Thence South 89°43' East, 490.58 feet along a highway right of way;
 Thence North 26°50'37" West, 171.72 feet;
 Thence North 44°14'51" West, 120.47 feet;

Thence South 87°57'54" West, 89.03 feet;
Thence South 72°09'44" West, 162.32 feet;
Thence South 62°30'11" West, 68.24 feet;
Thence North 88°06'40" West, 25.00 feet to the Westerly boundary of Section 16;
Thence South 0°01'06" East, 153.52 feet along the Westerly boundary of Section 16 to THE TRUE POINT OF BEGINNING.

Parcel No. 58:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the NE¼, described as follows:

Beginning at the Southeast corner of Section 17;
Thence North 0°03' West, 2640.00 feet along the Easterly boundary of Section 17 to the East quarter corner of Section 17, THE TRUE POINT OF BEGINNING;
Thence North 0°03' West, 1326.15 feet along the Easterly boundary of Section 17 to the Northeast corner of the SE¼NE¼;
Thence North 0°03' West, 385.94 feet along the Easterly boundary of Section 17 to the Southeast corner of that certain parcel of land deeded to the State of Idaho by Vernon L. Miller and Lila Fern Miller, husband and wife, dated April 7, 1971, recorded June 11, 1971 in Book 182 Page 2264 as Instrument Number 189675, Jerome County records;
Thence Northwesterly along the boundary of said parcel the following courses and distances;
Thence South 89°57' West, 25.00 feet;
Thence North 57°23'18" West, 85.28 feet;
Thence North 27°27'34" West, 60.00 feet;
Thence North 18°30'11" East, 105.16 feet to a point in the Southerly boundary of Interstate Highway I-80N right of way, Idaho Department of Highways Project I-80N-3(22) 159, Section A;
Thence North 71°29'49" West, 572.69 feet along said Interstate right of way to a point on the Easterly bank of the Northside Canal Company "S" Coulee;
Thence South 19°38'32" West, 644.92 feet to a point on the Easterly bank of said coulee;
Thence South 58°46'54" West, 296.21 feet along the Easterly bank of said coulee to a point in the Northerly boundary of S½NE¼;
Thence North 89°42'24" West, 974.07 feet along the Northerly boundary of S½NE¼;
Thence South 0°04'14" East, 504.10 feet;
Thence North 86°20'17" West, 560.10 feet to a point in the Westerly boundary of the NE¼, Section 17 and the Westerly bank of the "S" Coulee;
Thence South 0°04'14" East, 852.34 feet along the Westerly boundary of the NE¼ to the center quarter corner of Section 17;
Thence South 89°38'59" East, 2637.23 feet along the Southerly boundary of the NE¼ to THE TRUE POINT OF BEGINNING.
EXCEPT the South 300 feet thereof.

Parcel No. 59:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NE¼NW¼;

Parcel No. 60:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM that portion Deeded to the State of Idaho by Deed recorded February 26, 1969 in Book 182 Page 1215 as Instrument Number 179834, Jerome County records.

Parcel No. 61:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the SE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of said Section 17;
Thence South 0°03'00" East, 660.00 feet along the Easterly boundary of said SE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;
Thence North 89°39'17" West, 2637.00 feet to the Westerly boundary of said SE $\frac{1}{4}$;
Thence South 0°04'14" East, 660.23 feet along said Westerly boundary to the Southwest corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 89°39'33" East, 1318.38 feet along the Southerly boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°03'37" East, 448.54 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
Thence North 55°05'19" East, 43.75 feet;
Thence North 75°47'27" East, 110.63 feet;
Thence North 60°28'17" East, 119.71 feet;
Thence South 62°41'23" East, 135.65 feet;
Thence North 68°05'17" East, 92.00 feet;
Thence South 82°54'07" East, 72.22 feet;
Thence North 64°32'42" East, 122.43 feet;
Thence South 83°28'24" East, 200.01 feet;
Thence South 71°05'53" East, 219.31 feet;
Thence South 56°42'15" East, 108.34 feet;
Thence South 33°36'27" East, 53.65 feet;
Thence South 59°50'56" East, 105.52 feet;
Thence South 39°40'46" East, 102.40 feet to the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°03'00" West, 1303.45 feet along said Easterly boundary to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Northeast corner of the SE¼ of said Section 17, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence South 0°03'00" East along the East boundary of said SE¼, 412.19 feet;
Thence North 89°39'17" West, 2637.08 feet to a point on the West boundary of said SE¼;
Thence North 0°04'14" West along the West boundary of said SE¼, 412.42 feet to the Northwest corner of the SE¼;
Thence South 89°38'59" East along the North boundary of said SE¼, 2637.23 feet to THE TRUE POINT OF BEGINNING.

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 17: That part of the N½N½SE¼, described as follows:

Commencing at the Northeast corner of the SE¼ of said Section 17;
Thence South 0°03'00" East, 412.19 feet along the Easterly boundary of said SE¼ to THE TRUE POINT OF BEGINNING;
Thence North 89°39'17" West, 2637.08 feet to the Westerly boundary of said SE¼;
Thence South 0°04'14" East, 247.81 feet along the Westerly boundary of said SE¼ to the Southwest corner of the N½N½SE¼;
Thence South 89°39'17" East, 2637.00 feet along the Southerly boundary of said N½N½SE¼ to a point on the Easterly boundary of said SE¼;
Thence North 0°03'00" West, 247.81 feet along the Easterly boundary of said SE¼ to THE TRUE POINT OF BEGINNING.

Parcel No. 62:

**TOWNSHIP 8 SOUTH RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: That part of SE¼NE¼, and that part of the SW¼NE¼ more particularly described as follows:

Commencing at the East Quarter corner of Section 20 which is THE TRUE POINT OF BEGINNING;
Thence South 89°47'40" West, 2636.38 feet to a point which is the Center of said Section 20;
Thence Northeasterly 4285.17 feet along a 1320.00 foot Radius Arc to the right; Tangent 25, 180.23, Delta 186°00'06", with a Chord length of 2636.38 feet and a Chord Bearing of North 89°47'40": East to THE TRUE POINT OF BEGINNING.

Parcel No. 63:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: E½NE¼SW¼;

TRACT VII

Parcel No. 64:

**TOWNSHIP 7 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 34: A parcel of land in the SW¼NW¼, described as follows:

Beginning at the West ¼ corner of Section 34, Township 7 South, Range 18 East Boise Meridian, marked by a 3 inch Bureau of Land Management brass cap monument stamped 1960;

Thence North 00°14'38" East, along the West line of said Section 34, (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 1115.68 feet to a point on Non-Tangency of a curve with a radius of 1330.00 feet whose center bears North 81°36'05" East;

Thence following said curve in a counter clockwise direction through a central angle of 52°52'16" with and arc length of 1227.29 feet, (the chord of said curve bears South 34°50'03" East a distance of 1184.21 feet;

Thence South 00°21'24" West a distance of 147.90 feet to a point on the Latitudinal centerline of said Section 34;

Thence North 89°38'36" West along the Latitudinal centerline of said Section 34, a distance of 680.26 feet to **THE POINT OF BEGINNING.**

EXCEPT the Southerly 150.00 feet of the Westerly 550 feet of the SW¼NW¼, Section 34, Township 7 South, Range 18 East, Boise Meridian;

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

A Parcel of land located in the SW¼ of Section 5 and the SE¼ of Section 6, described as follows:

Commencing at the Southwest corner of Section 5, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped nowak LS 8077, see corner perpetuation Inst. No. 2004343;

Thence North 00°09'21" East along the West line of said Section 5 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 1272.63 feet;

Thence North 89°50'39" West a distance of 4.29 feet to a point of non-tangency of a 50.00 foot radius curve whose center bears South 49°01'54" West being a point in the centerline of a county road, also being **THE POINT OF BEGINNING;**

Thence following said curve in a counter clockwise direction, along said county road centerline, through a central angle of 48°26'09" with and arc length of 42.27 feet (the chord of said curve bears North 65°11'11" West a distance of 41.02 feet);

Thence North 89°24'15" West along said county road centerline, a distance of 332.71 feet;

Thence North 01°18'40" East a distance of 291.27 feet to a point on the centerline of a canal lateral;

Thence North 66°36'45" East along said centerline of canal lateral a distance of 227.67 feet to a point of tangency of a 175.00 foot radius curve whose center bears South 23°23'15" East;

Thence following said curve in a clockwise direction along said centerline of canal lateral through a central angle of 37°15'45" with an arc length of 113.81 feet (the chord of said curve bears North 85°14'38" East a distance of 111.82 feet;

Thence South 00°53'03" West a distance of 62.73 feet;

Thence South 70°35'58" East a distance of 140.18 feet;

Thence South 78°32'23" East a distance of 173.70 feet;

Thence South 22°19'16" West a distance of 173.38 feet;

Thence South 60°53'38" West a distance of 220.64 feet to **THE POINT OF BEGINNING.**

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 4: A parcel of land located in the Southwest ¼, described as follows:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4, (Basis of bearing per central meridian of central zone of Idaho State Plane Coordinate System) , a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4, being **THE POINT OF BEGINNING**;
Thence North 00°01'43" East along the 1/64 line a distance of 2642.24 feet to the center West-West 1/64;
Thence South 89°31'42" East along the latitudinal centerline of said Section 4, a distance of 849.35 feet;
Thence South 00°03'38" West a distance of 219.77 feet to a point of Non-Tangency of a 1300.00 foot radius curve whose center bears South 31°55'27" East;
Thence following said curve in a counter clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet, (the chord of said curve bears South 05°18'08" West a distance of 2070.25 feet);
Thence South 00°03'38" West a distance of 359.92 feet to the West 1/16 corner on the South line of said Section 4;
Thence North 89°29'34" West along the South line of said Section 4 a distance of 658.74 feet to **THE POINT OF BEGINNING**.
Subject to the (3) following access easements for ingress and egress all being 35 feet wide across said described parcel of land:

The North 35 feet of said parcel of land being parallel to the Latitudinal centerline of said Section 4, Township 8 South , Range 18 East Boise Meridian, Jerome County, Idaho.

The South 35 feet of said parcel of land being parallel to the South line of said Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho.

A 35 foot wide easement for ingress and egress , the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4;
Thence North 00°01'43" East along the 1/64 line a distance of 1540.29 feet, being **THE POINT OF BEGINNING**;
Thence South 73°02'17" East a distance of 257.32 feet to **THE POINT OF TERMINUS**.
The Sidelines of said Easements will lengthen or shorten to the East and West boundary line of said parcel of land.

TRACT VIII

Parcel No. 65:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 19: NE¼ of the NW¼, Lot 1 and NW¼ of the NE¼ AND

The West 335 feet of SW¼ of the NE¼

EXCEPT a tract conveyed to Appleton Highway District in deed recorded January 23, 1917 in Book 7 Deeds Page 151, described as follows:

Beginning at a point on the Section line 100 feet East of the North Quarter corner of Section 19, Thence South 25 feet to station one;

Thence East 75 feet to station two;

Thence South 45° West 219.2 feet to Station three;

Thence North 75 feet to Station four;

Thence North 45 degrees East 113.1 feet to station one, stations 3 and 4 are 20 feet East of the Half Section line.

AND EXCEPT the following described tract:

Beginning at the Northwest corner of said Section 19;

Thence South 89°51' East along the North boundary of Lot 1 and NE¼NW¼ for a distance of 1138.9 feet;

Thence South 0°07' West for a distance of 505.0 feet;

Thence South 17°52' West for a distance of 149.4 feet to the center line of "S" Coulee of the North Side Canal Co., as presently constructed;

Thence following said Coulee centerline the following distances and courses:

Thence North 84°32' West, 112.3 feet;

Thence South 52°35' West, 216.9 feet;

Thence South 36°09' West, 261.3 feet;

Thence South 67°06' West, 77.5 feet;

Thence South 83°51' West, 359.3 feet;

Thence North 67°32' West, 93.4 feet;

Thence North 52°01' West for a distance of 174.5 feet to the West line of Lot 1, Section 19;

Thence North along said West line for a distance of 907.2 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the North 20 feet of the West 335 feet of the SW¼NE¼.

TRACT B TWIN FALLS COUNTY

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 3: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

That part of the N½ lying North of the Northerly boundary of the right-of-way of the Union Pacific Railroad Company crossing said Section 3, said Northerly boundary of said right-of-way being 50 feet North of a line described as follows:

Beginning on the East boundary line of said Section 3 at a point 1686.3 feet South of the Northeast corner;

Thence North 69°53' West for 2611.0 feet to the point of a one degree curve to the left;

Thence following said curve for 1366.7 feet;

Thence North 83°33' West for 1516.2 feet, more or less, to a point on the West boundary of said Section 3, which line is 303.9 feet South of the Northwest corner of said Section 3.

Tract No. 2:

Commencing at the East ¼ corner of Section 3; Thence North 00°00'07" East along the East boundary of the NE¼ for a distance of 40.69 feet, which point shall be the Point of Beginning;
Thence North 89°23'12" West for a distance of 264.66 feet;
Thence North 00°21'06" East for a distance of 349.46 feet;
Thence North 49°16'14" East for a distance of 87.67 feet to a point on the arc of a curve left;
Thence Northwesterly along the arc of the curve left for a distance of 682.16 feet to a point on the South right-of-way boundary of U.S. Highway 30; said arc having a radius of 713.00 feet and a chord bearing and distance of North 16°19'48" West 656.44 feet;
Thence South 70°08'14" East along the South right-of-way boundary of U.S. Highway 30 for a distance of 404.74 feet to a point on the East boundary of the NE¼ of said Section 3;
Thence South 00°00'07" West along the East boundary of the NE¼ of said Section 3 for a distance of 901.93 feet to the Point of Beginning.

Tract No. 3:

Railroad right-of-way

Tract No. 4:

That portion deeded to the State of Idaho by Warranty Deed recorded March 21, 1968 as Instrument No. 586788, records of Twin Falls County, Idaho.

Exhibit B

Water Rights

Ground Water Rights:

Type	Water Right	No.	Owner	Nature of Use
WR		36	2524 BETTENCOURT, LUIS M	IRRIGATION
WR		36	2666 L	IRRIGATION
WR		36	7054 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7103 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7260 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7324 BETTENCOURT, LUIS M	IRRIGATION
			BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7345 L	COMMERCIAL, STOCKWATER
WR		36	7368 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7373 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7499 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7539 L & S LAND HOLDINGS LLC	IRRIGATION
			BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7591 L	IRRIGATION
			BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7591 L	COMMERCIAL, STOCKWATER
WR		36	7605 BETTENCOURT, LUIS M	IRRIGATION, MITIGATION
WR		36	7608 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7935 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
			BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	8062 L	COMMERCIAL, DOMESTIC, STOCKWATER
WR		36	8081 BETTENCOURT, LUIS M	IRRIGATION

WR	36	8135	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	8302	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8411	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	8739	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8740	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10599	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10603	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10604	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10607	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10609	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10610	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10611	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10613	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	11111	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11112	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11113	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC
WR	36	14288	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		IRRIGATION
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	15161	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15275	BETTENCOURT, LUIS M		DOMESTIC

WR	36	15354	BETTENCOURT, LUIS M	IRRIGATION
WR	36	15672	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15674	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15676	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15679	BETTENCOURT, LUIS M	STOCKWATER
WR	36	16159	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16162	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16479	L & S LAND HOLDINGS LLC	IRRIGATION
WR	36	16480	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER

Surface Water Irrigation Rights:

	Stock Certificate			Owner
	No.	Shares		
Twin Falls Canal Company	37468	332.41	L & S Land Holdings, LLC	
	37469	112.7	L & S Land Holdings, LLC	
	37464	110.7	L & S Land Holdings, LLC	
	TOTAL	555.81		

Northside Canal Company	20092	130	Luis M. Bettencourt	
	20571	308.44	Luis M. Bettencourt	
	21474A	198.48	Luis M. Bettencourt	
	21474B	279.88	Luis M. Bettencourt	
	21510	80	Luis M. Bettencourt	
	22190	45	Luis M. Bettencourt	
	22304	40	Luis M. Bettencourt	

22353	210	Luis M. Bettencourt
22759	100	Luis M. Bettencourt
23128	77.56	Luis M. Bettencourt
23594	80	Luis M. Bettencourt
24138	10	Luis and Sharon Bettencourt
24159	80	Luis M. Bettencourt
24221	104	Luis M. Bettencourt
24222	105.46	Luis M. Bettencourt
24318	133.2	Luis and Sharon Bettencourt
24320	109.125	Luis and Sharon Bettencourt
24392	295.46	Luis and Sharon Bettencourt
24393	405	Luis and Sharon Bettencourt
24491	10	Luis M. Bettencourt
24775	7	Luis and Sharon Bettencourt
24843	15	Luis and Sharon Bettencourt
24877	29.34	Luis M. Bettencourt
25030	80	Luis and Sharon Bettencourt
25045	50	Luis and Sharon Bettencourt
25494	100.43	Luis and Sharon Bettencourt
25513	167	Luis and Sharon Bettencourt
25703	40	Luis M. Bettencourt
25756	20	L & S Land Holdings, LLC
25771	80	Luis and Sharon Bettencourt
25784	3	Luis M. Bettencourt
TOTAL	3393.375	

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

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

Instrument # 2150114
JEROME COUNTY, JEROME, IDAHO
01-09-2016 01:48:50 PM No. of Pages: 64
Recorded for: TITLEONE - BURLEY
MICHELLE EMERSON Fee: \$199.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Open End)**

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A
FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY
THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH
THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE
SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN
THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR
EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST
RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**"), and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Return Address:

TitleOne Corporation
211 West 13th Street
Burley, ID 83318
Attn: Larry Roberts

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Open End)**

THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND A FIXTURE FILING.

NOTICE: THIS MORTGAGE SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THIS MORTGAGE, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATE AS SET FORTH IN THE TERM LOAN NOTE (DEFINED HEREIN) (EXCLUSIVE OF ANY RENEWAL OR EXTENSION).

NOTICE: THE SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST RATE.

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "**Mortgage**"), dated as of January 9, 2015, is executed by L & S Land Holdings, LLC, an Idaho limited liability company ("**Mortgagor**"), whose address is 2930 South 2300 East, Wendell, ID 83355, in favor of and for the benefit of U.S. Bank National Association, a National Banking Association, whose address is 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, Attention: CDO Trust Services/James Hanley as agent ("**Mortgagee**") for the benefit of itself and the Lenders (defined below). Each capitalized term used and not otherwise defined in this Mortgage shall have the meaning given such term in the Term Loan Agreement executed by Bettencourt Dairies, LLC, an Idaho limited liability company ("**Bettencourt Dairies**") and Mortgagor (together with Bettencourt Dairies collectively, "**Borrower**"), Faial, LLC, an Idaho limited liability company ("**Faial**"), Sao Jorge Investments, LLC, an Idaho limited liability company ("**Sao Jorge**"), the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, an Idaho revocable trust (the "**Bettencourt Trust**"), Luis M. Bettencourt, an individual resident in the State of Idaho ("**L. Bettencourt**"), Sharon Bettencourt, an individual resident in the State of Idaho ("**S. Bettencourt**", and together with Faial, Sao Jorge the Bettencourt Trust and L. Bettencourt, collectively, the "**Guarantors**" and each a "**Guarantor**"), and Mortgagee as agent for the benefit of the lenders and financial institutions from time to time party thereto ("**Lenders**"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to grant this Mortgage in favor of Mortgagee, on behalf of the Lenders, to provide security for the Secured

Obligations (as described herein) of Mortgagor, the Term Loan Note, the Loan Agreement, and any and all other documents entered into in connection with the Loan Agreement (the "**Loan Documents**"); provided however, this Mortgage shall not provide security for that certain Unconditional Guaranty by the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Guaranty**") or that certain Environmental Indemnity by the Borrower and the Guarantors in favor of Mortgagee, on behalf of the Lenders, dated as of the date hereof ("**Environmental Indemnity**").

As a condition precedent to making the Secured Obligations, Mortgagee has required (a) the Guarantors to unconditionally guarantee repayment of the Secured Obligations, (b) the Mortgagor to grant to Mortgagee, for the benefit of the Lenders, a lien and security interest covering the real and personal property described herein, and (c) the Mortgagor to provide to Mortgagee a policy or policies of title insurance from one or more title insurance companies which are reasonably acceptable to Mortgagee insuring that this Mortgage is a valid and perfected lien against the property, which is prior in right to all other claims, liens and encumbrances. Mortgagor also acknowledges that the Secured Obligations will benefit Mortgagor substantially including without limit for the following reasons: (i) the Loan will result in the release of existing indebtedness owing by Mortgagor and (ii) Mortgagor will benefit from the making of the loan by Mortgagee pursuant to the Loan Agreement and the Term Loan Note.

ARTICLE 1 GRANT OF SECURITY

1.1 Real Estate. Mortgagor, in consideration of the indebtedness secured by this Mortgage, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Mortgagee, for the benefit and security of the Mortgagee and the Lenders, all Mortgagor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "**Property**"):

a. That certain real property located in Gooding, Twin Falls and Jerome Counties, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein (the "**Land**");

b. All buildings, wells and other improvements now or hereafter located on the Land, including but not limited to, the Fixtures (as defined below), and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively the "**Improvements**");

c. All fixtures (including 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 (collectively the "**Fixtures**") now or hereafter located on, attached to, installed in or used in connection with the Land;

d. All rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Mortgagor and used in connection with the Land and the Improvements or as a means of access to either or both, including all rights over the property of third persons which are related thereto and all unaccrued trespass and surface damage claims appurtenant thereto, and all written operations plans and all permits and approvals related to the Land and Improvements;

e. All of Mortgagor's right, title and interest in and to any land within any right-of-way of any open or proposed street adjoining the Land, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the Land and Improvements;

f. All of Mortgagor's existing and future rights in (including royalty and leasehold rights) oil, gas and other mineral rights in, on, under or relating to the Land;

g. All waters, water courses, water rights, including all surface and ground water rights, and riparian rights (including shares of stock evidencing the same) in, on, under or relating to the Land including but not limited to the water rights described on Exhibit B attached hereto and incorporated herein;

h. All existing and future leases and subleases relating to the Land and Improvements or any interest in them, including all deposits, advance rentals and other similar payments and that certain Agreement of Lease dated December 2, 2011 between Mortgagor, as lessor, and Bettencourt Dairies, as lessee, relating to certain portions of the Land, Improvements, and Fixtures (but not including the Rents, as defined and separately assigned in Article 5 or any short term, commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business)), as well as all options to purchase, exchange or lease the Land, Fixtures or Improvements or any interest in them (and any greater estate in the Land, Fixtures or Improvements and acquired by exercise of such options) (the "Leases");

i. All Mortgagor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land and Improvements, including (i) all awards made for the partial or complete taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the Land or Improvements, and (ii) all proceeds, including general intangibles and payment intangibles, of any insurance covering the Land or Improvements; and

j. All cash or non-cash proceeds of the sale, lease, license, exchange or other disposition of the Land or Improvements or general intangibles, including payment intangibles, arising therefrom. Proceeds include all subsidy payments, in cash or in kind, which may be made to Mortgagor by any person, entity or governmental agency, including but not limited to, payments and entitlements from state and federal farm programs, as well as any type of Property insurance; and any rights arising out of Land or Improvements, collections and distributions on Land or Improvements.

1.2 Personal Property. As further security for the payment, performance and observance of the Secured Obligations, Mortgagor, as debtor, hereby grants to Mortgagee for the benefit of itself and the Lenders, as secured party, a security interest in all of Mortgagor's existing and future right, title and interest in, to and under the following (collectively, the "**Personal Property**" and together with the Property, the "**Collateral**"): all (a) furniture, furnishings, equipment, machinery, materials and other personal property now or hereafter situated in or upon the Land and Improvements and used in the operation thereof, (b) contracts and policies of insurance and proceeds thereof, which may insure all or any portion of the personal property in the foregoing clause (a) and the Property against casualties and theft; (c) condemnation proceeds for all or any portion of the personal property in the foregoing clause (a) and the Property; and (d) cash or non-cash proceeds of the personal property in the foregoing clauses (a) through (d) and the Property (including but not limited to, general intangibles, including payment

intangibles, and all proceeds, which constitute property of the types described in clauses (a) through (d) of this Paragraph) and (e) any and all rights of Mortgagor to receive proceeds of any insurance, indemnity, warranty or guaranty payable by reason of loss of or damage to any of the personal property in the foregoing clause (a) and the Property . This Mortgage constitutes a security agreement for all purposes under the Uniform Commercial Code in effect in the State of the Mortgagor's formation ("**Uniform Commercial Code**"). In addition to all other rights and remedies provided for in this Mortgage and under applicable law, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagor agrees that at least ten (10) days of notice to Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification with respect to the Personal Property. If Mortgagee shall so require, Mortgagor upon the occurrence of an Event of Default (as defined herein) continuing beyond applicable notice and cure periods set forth in the Loan Agreement, will make the Personal Property available to Mortgagee at a place designated by Mortgagee, which is reasonably convenient to Mortgagee. In addition, Mortgagor shall execute such instruments and documents as Mortgagee reasonably may require from time to time to further evidence, implement, or perfect any of Mortgagee's rights, remedies and security interests.

1.3 Fixture Filing. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the Uniform Commercial Code. This Mortgage is to be recorded in the real estate records of the counties in which the Land is located. In that regard, the following information is provided:

Name of Mortgagor, as Debtor: L & S Land Holdings, LLC
Attn: Luis Bettencourt

Address of Mortgagor: 2930 South 2300 East
Wendell, ID 83355

Name of Mortgagee, as Secured Party: U.S. Bank National Association

Address of Mortgagee: 214 N. Tryon Street, 26th Floor
Charlotte, NC 28202
Attention: CDO Trust Services/James Hanley

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows:

a. Mortgagor hereby authorizes Mortgagee to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature of Mortgagor; provided, however, that, without limiting the foregoing, the Mortgagee shall not have any duty or obligation to prepare, execute or file any financing statements, continuation statements or any other filings. Mortgagor hereby

represents and warrants that Mortgagor's State of formation is the State of Idaho and Mortgagor's exact legal name is as set forth herein.

b. Mortgagor is the sole legal and equitable owner of the Collateral;

c. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to and consented to by Mortgagee, Mortgagor has not assigned or granted any harvest or access rights or interests, or sold or leased any part of the Land or the Improvements, if any, to any other person, individual, organization, or governmental unit;

d. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("**Liens**") covering the Collateral or any part or item thereof except easements and reservations of record;

e. There are no federal, state or local laws, regulations, rules or standards ("**Laws**"), or permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("**Orders**") that are now in effect and which would restrict any material use of the Collateral;

f. Mortgagor has taken all actions necessary and has been duly authorized under its governing operating agreement or organizing declaration to execute, acknowledge and deliver this Mortgage and the other Loan Documents and to perform the Secured Obligations;

g. This Mortgage has been executed, acknowledged and delivered on behalf of Mortgagor by partners, members, representatives or officers, as applicable, of Mortgagor duly authorized to perform such acts;

h. This Mortgage is the legally valid and binding contract of Mortgagor, and is enforceable against Mortgagor in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity, whether applied by a court of law or equity; and

i. Neither the execution of this Mortgage nor the payment and performance of the Secured Obligations will violate any Laws or Orders affecting Mortgagor or the Collateral or constitute a breach or Event of Default (as defined herein) by Mortgagor under any agreement, contract, loan indenture, lease, instrument or like document ("**Contract**") to which Mortgagor is a party or the Collateral is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure or deed in lieu of foreclosure, of the Collateral to Mortgagee or its nominee. Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and the Lenders from and against any and all claims, loss, liability, damages, liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement of any material fact in the foregoing representations and warranties or the omission therein to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE 3
SECURED OBLIGATIONS

3.1 Secured Obligations. This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "**Secured Obligations**"):

a. The full and punctual payment of the indebtedness evidenced by each certain Term Loan Note in favor of each Lender (collectively, as amended, restated and supplemented from time to time, the "**Term Loan Note**") dated on January 8, 2015, in the aggregate principal face amount of ~~ONE HUNDRED TWENTY FOUR MILLION AND NO/100 DOLLARS (\$24,000,000.00)~~, with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Term Loan Note and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Term Loan Note, as well as any prepayment fees or premiums provided for in the Term Loan Note and/or the Loan Agreement to provide for such prepayment fees or premiums and all the fees and expenses provided in the Loan;

b. Payment and performance of all of the Obligations of Borrower (as defined in the Loan Agreement) including Borrower's and Mortgagor's obligations under the Term Loan Note, the Loan Agreement, the other Loan Documents and under any and all other present and future agreements executed by Mortgagor or Borrower and relating to the Term Loan Note and the Loan Agreement;

c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee (including future advances to (any) Mortgagor or Borrower), whether or not contained in a document which recites that it is secured by this Mortgage or direct or indirect including all the Obligations of Borrower;

e. Payment by Mortgagor or Borrower of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing, including (i) amendments or modifications of the required principal or interest payment dates accelerating or deferring any such payment dates, or (ii) amendments, modifications, extensions or renewals at a different rate of interest, whether or not evidenced by a new or additional notes or other document; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

Notwithstanding the foregoing, the Secured Obligations shall not include the obligations of the Borrower and the Guarantors pursuant to the Guaranty or the Environmental Indemnity.

3.2 Notice. Notice is hereby given that the interest rate, payment terms or balance due on the Term Loan Note may be indexed, adjusted, renewed or renegotiated.

3.3 **Open End Instrument and Commitments.** This Mortgage secures the sum of the Secured Obligations owed by Mortgagor or Borrower to Mortgagee as of the date hereof and shall secure additional extensions of credit and advances made by Mortgagee to Mortgagor or Borrower. The continuing validity and priority of this Mortgage for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee or commitments from Mortgagee to make future extensions of credit or advances exists.

ARTICLE 4 ARTICLE 4 COVENANTS

4.1 **Payment of Secured Obligations.** Mortgagor and Borrower shall pay the Secured Obligations when due.

4.2 **Maintenance, Repair, Alterations.**

4.2.1. **Maintenance, Repair, and Alterations: Affirmative Covenants.** Mortgagor shall:

- a. Keep the Collateral in good condition and repair;
- b. Complete promptly and in a good and workmanlike manner, any Improvement that may be constructed on the Land, and promptly restore in like manner any Improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration;
- c. Comply with all statutes, laws, ordinances, regulations, orders, rulings, rules, consents, permits, licenses, conditions of approval and authorizations of any court or governmental or regulatory body having jurisdiction over Mortgagor, the Land or Improvements ("**Laws and Ordinances**");
- d. Comply with the requirements, covenants, terms and conditions of any lien, restriction, easement, encumbrance or charge that are Permitted Exceptions (as defined herein);
- e. Keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas of the Property in good, neat order and repair;
- f. Comply with the provisions of any leases constituting part of the Collateral;
- g. Obtain and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Collateral; and
- h. Do any and all other acts, except as otherwise prohibited or restricted by the Loan Documents, which may be reasonably necessary to protect or preserve the value of the Collateral and the rights of Mortgagee in it.

4.2.2. **Maintenance, Repair and Alterations: Negative Covenants.** Mortgagor shall not, except upon the prior written consent of Mortgagee, which shall not be unreasonably withheld or delayed:

- a. Remove, demolish or materially alter any of the Improvements, other than to make non-structural repairs in the ordinary course of business, which preserve or increase the value of the Land;
- b. Commit, suffer or permit any act to be done in, upon or to any part of the Collateral in violation of any Laws and ordinances, covenants, conditions and restrictions, or Permitted Exceptions now or hereafter affecting the Collateral;
- c. Commit or permit any waste or deterioration of the Collateral;
- d. Take (or fail to take) any action, which would increase the risk of fire or other hazard occurring to or affecting the Collateral or which otherwise would impair the security of Mortgagee in the Collateral;
- e. Abandon all or any part of the Collateral or leave the Collateral unprotected, unguarded, vacant or deserted; or
- f. Initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses that may be made of the Land or Improvements by Mortgagor without the prior written consent of Mortgagee.

4.3 Insurance.

4.3.1. **Policies.** Mortgagor will maintain casualty and product liability insurance with insurance companies with respect to their operations and assets reasonably acceptable to the Required Lenders in such amounts, with such terms, and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, and make such increases in the type or amount of coverage as the Required Lenders may reasonably request including, without limitation, (i) full "revenue protection" crop insurance on corn and other crops if deemed available and economically viable in the reasonable discretion of the Mortgagor and (ii) herd insurance in an amount and scope reasonably acceptable to the Required Lenders as determined by annual review (it being acknowledged and agreed that the aggregate yearly premium payments in respect of such herd insurance shall not exceed \$60,000). At the request of the Administrative Agent (acting at the direction of the Required Lenders), all policies relating to the foregoing (or such other proof of compliance with this subsection as may be satisfactory to the Required Lenders) will be delivered to the Administrative Agent and the Required Lenders and will show the Administrative Agent, for the benefit of itself and the Secured Parties, as loss payee and additional insured. It is hereby acknowledged and agreed that the casualty, product liability and business interruption insurance in such scope and amounts as currently in effect as of the Closing Date are acceptable to the Lenders.

4.3.2. **Claims.** Mortgagor shall give Mortgagee immediate notice of any casualty to any portion of the Collateral in excess of ~~\$100,000.00~~, whether or not covered by insurance. If covered, Mortgagor authorizes Mortgagee, if Mortgagee so elects, to make proof of loss, and to commence, to appear in, defend and prosecute any claim or action arising from any applicable policy and to settle, adjust or compromise any claim under any such policy. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact for all such purposes. Neither Mortgagee nor Mortgagor shall settle, adjust or compromise any such claim without the prior written approval of the other, which approval shall not be unreasonably withheld or delayed.

4.3.3. **Delivery of Proceeds to Mortgage.** If, regardless of any "Lender's Loss Payable Endorsement" requirement set forth above, the proceeds of any casualty insurance policy described above are paid to Mortgagor, Mortgagor shall deliver such proceeds to Mortgagee immediately upon receipt and until so delivered shall hold those proceeds in trust for the benefit of Mortgagee.

4.3.4. **Application of Casualty Insurance Proceeds.** Any proceeds collected (the "Proceeds") under any casualty insurance policy described in this Mortgage shall be applied as provided below:

Mortgagor shall deliver the Proceeds to Mortgagee for application to repayment of the Secured Obligations or as cash collateral in respect thereof in such order as Mortgagee in its sole discretion determines, and Mortgagee, provided solely as to any proceeds in respect of casualty or property damage insurance, shall hold such Proceeds in an account to be used for repair or reconstruction of the Improvements or Fixtures, subject to the conditions set forth below and Mortgagee's customary disbursement procedures. However, if (a) Mortgagee's Collateral has been materially impaired as determined by Mortgagee in its sole good faith credit judgment, or (b) if there is an uncured Event of Default, regardless of whether Mortgagee's Collateral has been impaired, then Mortgagee, in its sole discretion, can apply such Proceeds against the Secured Obligations.

If Mortgagor complies with this Section 4.3.4, Mortgagee shall disburse to the contractor(s), satisfactory to Mortgagee, on Mortgagor's request, in accordance with the restoration contract and Mortgagee's customary disbursement procedures. Nothing herein shall be deemed to excuse in any manner Mortgagor's obligation to make any payments with respect to the Secured Obligations when due under any Loan Document.

4.3.5. **Assignment of Policies.** If this Mortgage is foreclosed or other transfer of title or assignment of the Collateral is made in satisfaction of all or part of the Secured Obligations, then all right, title and interest of Mortgagor in and to all policies of insurance required by Section 4.3.1 above and all unearned premiums paid on them shall, without further act, pass to the purchaser or grantee of the Collateral to the extent of such transfer or assignment.

4.3.6. **Waiver of Subrogation.** Mortgagor waives all right to recover against Mortgagee (or any officer, employee, agent or representative of Mortgagee) for any loss incurred by Mortgagor from any cause insured against or required by any Loan Document to be insured against, provided however, that this waiver of subrogation shall not apply to any insurance policy if such policy's coverage would be materially reduced or impaired as a result. Mortgagor shall obtain only policies that permit this waiver of subrogation.

4.4 **Condemnation and Other Awards.** Upon learning of the actual or threatened condemnation or other taking for public or quasi-public use of all or any part of the Land, Mortgagor shall immediately notify Mortgagee. Mortgagor shall take all actions reasonably required by Mortgagee in connection with such condemnation or other taking to defend and protect the interests of Mortgagor, Mortgagee in the Land. At Mortgagee's option, Mortgagee or Mortgagor may be the named party in such proceeding. Regardless of the adequacy of its security, Mortgagee shall be entitled to participate in, control and be represented by counsel of its choice in such proceeding. All condemnation proceeds shall first be applied to reimburse Mortgagee for all their costs and expenses, including reasonable attorneys' fees, incurred in

connection with the collection of such award or settlement. The balance of such award or settlement shall be applied by Mortgagee against the Secured Obligations in such order as Mortgagee may determine.

4.5 Taxes and Impositions (Impounds). Mortgagor shall pay, prior to delinquency, all of the following (collectively the "Impositions"):

- a. All general and special real property taxes and assessments imposed on the Land; and
- b. All other taxes and assessments and charges assessed on the Property (or on the owner and/or operator of the Land) that create or may create a lien on Property; including non-governmental levies and assessments under applicable covenants, conditions and restrictions; and
- c. All business taxes; and
- d. All license fees, taxes and assessments, if any, imposed on Mortgagee (other than Mortgagee's income or franchise taxes) that are measured by or based upon (in whole or in part) the amount of the Secured Obligations.

If permitted by law, Mortgagor may pay the Imposition in installments (together with any accrued interest). Upon demand by Mortgagee from time to time, Mortgagor shall deliver to Mortgagee, within thirty (30) days following the due date of any Imposition, evidence of payment reasonably satisfactory to Mortgagee. In addition, upon demand by Mortgagee, at Mortgagor's expense, from time to time, Mortgagor shall furnish to Mortgagee a tax reporting service for the Land of a type and duration, and with a company reasonably satisfactory to Mortgagee.

4.5.1. Reserves on Impositions (Impounds). If Mortgagee requires, following the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor, shall deposit with Mortgagee such sum as Mortgagee reasonably estimates to be necessary to pay installments of Impositions and insurance policies next becoming due (collectively, the "**Impounds**") upon any of the Property. All such Impounds may be held by Mortgagee and applied in such order as Mortgagee may elect for payment of Impositions or other sums secured by this Mortgage at Mortgagee's election. Such Impounds shall constitute additional collateral for the Secured Obligations. Except as otherwise provided by law, Mortgagee shall have no obligation regarding such Impounds other than to account to Mortgagor for their receipt and application. Upon any transfer by Mortgagee of its rights or interests in the Secured Obligations or of this Mortgage, Mortgagee may turn over to the transferee such of those Impounds as Mortgagee then holds, and Mortgagee's responsibilities with respect to the Impounds shall terminate.

4.6 Utilities. Mortgagor shall promptly pay all gas, irrigation, electricity, water, sewer and other utility charges incurred for the benefit of the Collateral or that may become a lien against the Collateral; and all other similar public or private assessments and charges relating to the Collateral, regardless of whether or not any such charge is or may become a lien on the Collateral.

4.7 Liens: Non-Permitted Exceptions. Mortgagor shall not cause, incur or permit to exist any lien, restriction, easement, encumbrance or charge ("**Non-Permitted Exceptions**") upon all

or any part of the Collateral or any interest in the Collateral, other than those (“**Permitted Exceptions**”) that are set forth in the title commitment delivered to the Lender, Mortgagor shall pay and promptly discharge, at Mortgagor’s sole cost and expense, all such Non-Permitted Exceptions. If Mortgagor fails to do so, Mortgagee may, but shall not be obligated to, discharge them, without notice to or demand on Mortgagor, and without inquiring into the validity of such Non-Permitted Exceptions or the existence of any defense or offset to them. Mortgagee may discharge Non-Permitted Exceptions either by (a) paying the amount claimed to be due, or (b) procuring their discharge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or (c) in any other manner permitted or required by law. Mortgagor shall, immediately upon demand by Mortgagee, pay Mortgagee’s costs and expenses incurred in connection with such discharge, together with interest on such costs from the date of such expenditure until paid at the default rate of interest described in the Term Loan Note (“**Default Interest Rate**”).

4.8 Sale or Lease of Collateral: Due on Sale Clause. Except for short term commercially reasonable farming or residential leases entered into with respect to immaterial portions of the Mortgaged Property in the ordinary course of business, Mortgagor shall not sell, lease, sublease or otherwise transfer all or any part of the Collateral or any interest in it, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed by Mortgagee. Transfers requiring Mortgagee’s prior written consent shall include the following:

- a. Involuntary transfers and transfers by operation of law;
- b. Liens, encumbrances and assignments as security for obligations, whether voluntary or involuntary; and
- c. The sale, issuance, disposition, encumbering or other transfer of all or any part of (i) any class of the outstanding capital stock in, or (ii) the beneficial interest of Mortgagor, whether voluntary or involuntary.

No sale, lease or other transfer shall relieve Mortgagor from primary liability for its obligations under the Loan Documents or relieve any Guarantor from any liability under any guaranty provided to Mortgagor in connection with the Term Loan Note and the Loan Agreement. Upon any such transfer to which Mortgagee does not consent, Mortgagee at its option may, without prior notice, declare all Secured Obligations immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in this Mortgage or under applicable law.

4.9 Inspections. Mortgagor authorizes Mortgagee and its agents, representatives and employees, upon reasonable notice to Mortgagor, to enter at any time upon any part of the Collateral for the purpose of inspecting the Collateral, taking soil or groundwater samples and conducting tests to investigate for the presence of hazardous materials, provided such entry shall cause as little disruption to the occupants of the Collateral as reasonably possible, provided Mortgagee restores the Collateral to its pre-inspection condition if Mortgagee’s inspection activities cause damage to the Collateral. Notwithstanding the foregoing, Mortgagor agrees to pay the costs and expenses of Mortgagee incurred in such inspections and examinations, including Mortgagee’s attorneys’ fees, after the occurrence of an Event of Default or after the occurrence of a demonstrable event or circumstance, or information comes to Mortgagee’s attention, that leads Mortgagee, in its good faith discretion, to require such inspection and

examinations, whether the services are provided by Mortgagee's employees, agents or independent contractors. Any inspection or review by Mortgagee is solely for Mortgagee's benefit to protect Mortgagee's security and preserve Mortgagee's rights under this Mortgage. Mortgagee owes no duty to inform Mortgagor or any other party of, any adverse condition affecting the Collateral, including any defects in the design or construction of the Improvements or Fixtures. No inspection by Mortgagee shall constitute a waiver of any Event of Default.

4.10 Defense of Actions. Mortgagor shall notify Mortgagee of any action or proceeding purporting to affect (a) the security of this Mortgage, (b) any of the other Loan Documents, (c) all or any part of the Collateral or any interest in it including the value or condition of any Collateral, (d) any additional or other security for the Secured Obligations, or (e) the interests, rights, powers or duties of Mortgagee under this Mortgage. Mortgagor, at no cost or expense to Mortgagee, shall appear in and defend the same. If Mortgagee elects to become or is made a party to such action or proceeding, Mortgagor shall indemnify, defend and hold Mortgagee harmless from all related liability, damage, cost and expense reasonably incurred by Mortgagee (including reasonable attorneys' fees and expenses consistent with Section 4.13 of this Mortgage), whether or not such action or proceeding is prosecuted to judgment or decision.

4.11 Protection of Security. If Mortgagor fails to make any payment or to do any act required by this Mortgage or any of the other Loan Documents, Mortgagee may do so. Mortgagee may decide to do so, in its own discretion, without obligation to do so, without further notice or demand, and without releasing Mortgagor in such manner and to such extent as it may reasonably deem necessary to protect the security of this Mortgage. In connection with such actions, Mortgagee has the right, without limitation, but not the obligation: (a) to enter upon and take possession of the Collateral upon an Event of Default after the expiration of applicable notice and cure periods; (b) to make additions, alterations, repairs and improvements to the Land, Improvements or Fixtures that in its judgment may be necessary or proper to keep the Collateral in good condition and repair, (c) to appear and participate in any action or proceeding affecting or that may affect the security of this Mortgage or the rights or powers of Mortgagee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt (excepting Permitted Exceptions) that in its judgment may affect the lien or charge of this Mortgage or appear to be prior or superior to this Mortgage; and (e) in exercising such powers, to pay all necessary or appropriate costs and expenses and employ necessary or desirable consultants.

4.12 Mortgagee's Powers. If Mortgagor fails to pay any sum, other than principal and interest on the Secured Obligations, or to perform or comply with any other obligation required by any Loan Document, Mortgagee at its election may pay such sum or comply with such obligation. Without affecting the liability of Mortgagor or any other person liable for the payment of any Secured Obligation, and without affecting the lien or charge of this Mortgage, Mortgagee may, from time to time in its sole discretion, do any of the following: (a) release any person so liable, (b) extend the maturity or alter any of the terms of any such obligation, or extend and/fund credit to the Borrower (provided however, that the consent of Mortgagor shall be required for extension or alteration of any unpaid obligation of Mortgagor to Mortgagee), (c) waive any provision of this Mortgage or grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Mortgagee's option, all or any part of the Collateral, (e) take or release any other or additional security for any Secured Obligation, or (f) make arrangements with debtors in relation to the Secured Obligations. Waiver by Mortgagee of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction

or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, Mortgagee shall not have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Mortgagee, or as to any unpaid balance of the indebtedness secured by this Mortgage.

4.13 Reimbursement of Costs, Fees and Expenses: Secured by Mortgage. Upon an Event of Default after the expiration of applicable notice and cure periods, Mortgagor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Mortgagee in administering this Mortgage, the collection of the Secured Obligations, and Mortgagee's exercise of any right, power, privilege or remedy under this Mortgage. Such amounts include (a) foreclosure fees and receiver's fees and expenses, (b) costs and fees paid or incurred by Mortgagee and/or any receiver appointed under this Mortgage in connection with the custody, operation, use, maintenance, management, protection, preservation, collection, appraisal, sale or other liquidation of the Collateral, (c) advances made by Mortgagee to complete or partially construct all or part of any Improvements, which may have been commenced on the Land, or otherwise to protect the lien or charge of this Mortgage, (d) costs of evidence of title, costs of surveys and costs of appraisals, and costs resulting from Mortgagor's failure to perform any of the provisions of this Mortgage. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Mortgagee's outside counsel and of any experts and agents (including fees of law clerks, paralegals, investigators and others not admitted to the bar but performing services under the supervision of an attorney), and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Collateral, in protecting the lien or priority of any Loan Document, or in any litigation or controversy connected with the Secured Obligations, including any bankruptcy, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding. Reasonable counsel fees shall include fees incurred not only in enforcing the Secured Obligations in any bankruptcy or receivership proceeding, but also any fees incurred in participating in the bankruptcy or receivership proceedings generally. Such sums shall be secured by this Mortgage and shall bear interest from the date of expenditure until paid at the Default Interest Rate.

ARTICLE 5

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

5.1 Assignment of Rents, Issues and Profits. Mortgagor absolutely, unconditionally and irrevocably assigns and transfers to Mortgagee all of its right, title and interest in and to (a) the Leases and (b) all rents, issues, profits, royalties, income and other proceeds and similar benefits accruing to Mortgagor derived from the Leases (collectively the "**Rents**"), and gives to Mortgagee the right, power and authority to collect such Rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Mortgagor's name, for all Rents, and to apply them to the Secured Obligations. Mortgagee hereby grants to Mortgagor a license to collect and retain Rents (but not more than one month in advance unless the written approval of Mortgagee has first been

obtained, except for agricultural leases entered into by Mortgagor in the ordinary course of business which require payment of rent on a less frequent basis than monthly, for which advance permission need not be obtained) so long as an Event of Default shall not have occurred and be continuing beyond applicable notice and cure periods set forth in the Loan Agreement. The assignment of the Rents in this Article 5 is intended to be and constitutes a present, unconditional and absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest, and Mortgagee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Property.

5.2 Collection Upon Default. Upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor's license to collect the Rents shall automatically terminate. Upon such termination, Mortgagee may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Collateral; (b) with or without taking possession of the Collateral in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Mortgagor); and (c) apply the Rents (less costs and expenses of operation and collection, including attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Mortgagee may determine, even if payment or performance of said Secured Obligation may not then be due. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagor agrees that, upon the occurrence of any Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagor shall promptly deliver all Rents and security deposits to Mortgagee. The collection of Rents, or the entering and taking possession of the Land, or the application of Rents as provided above, shall not (i) cure or waive any Event of Default or notice of default under this Mortgage or the other Loan Documents, (ii) invalidate any act performed in response to such Event of Default or pursuant to such notice of default, (iii) cause Mortgagee to be deemed a mortgage-in-possession of all or any part of the Land, or (iv) cause Mortgagee to be responsible for or under any duty to produce rents or profits.

5.3 Representations and Warranties. Mortgagor represents and warrants that Mortgagor has delivered to Mortgagee a true, accurate and complete list of all Leases, and that, except as disclosed to Mortgagee in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.

5.4 Covenants. Except as otherwise stated herein, Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases; (b) give Mortgagee prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (d) deliver to Mortgagee fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Mortgage, in form and substance acceptable to Mortgagee, as Mortgagee may request. Mortgagor shall not, without Mortgagee's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the tenants from any obligations thereunder; (v) consent to any assignment or subletting by any tenant under any Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Mortgagee shall be null and void. Without in any way limiting the requirement of Mortgagee's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

ARTICLE 6 REMEDIES UPON DEFAULT

6.1 Events of Default. The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") under this Mortgage:

- 6.1.1. Mortgagor fails to pay any amount owing under this Mortgage when due; or
- 6.1.2. Mortgagor fails to pay any taxes, insurance premiums, assessments or rents required under this Mortgage; or
- 6.1.3. Mortgagor fails to observe or perform any other obligation contained in this Mortgage; or
- 6.1.4. The occurrence of an Event of Default as defined in the Loan Agreement any other Loan Document; or
- 6.1.5. All or any portion of the Improvements or Fixtures are destroyed by fire or other casualty and Mortgagor fails to satisfy all of the restoration conditions within the time periods specified in Section 4.3 of this Mortgage; or
- 6.1.6. All, or any part of the Land or other Collateral having a value in excess of ~~One Million Dollars (\$1,000,000.00)~~ is condemned, taken in eminent domain, seized or appropriated

by any governmental or quasi-governmental agency or entity, unless appropriate compensation has been paid to the Mortgagee; or

6.1.7. Mortgagor fails to observe or perform any obligation in, or otherwise defaults under, any mortgage encumbering any part of the Mortgaged Property.

6.2 Acceleration Upon Default: Additional Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, and after expiration of any notice and cure period set forth in the Loan Agreement, exercise all of the applicable rights and remedies set forth in the other Loan Documents or otherwise available under applicable law and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Mortgagee exercises any said right or remedy, Mortgagee may:

6.2.1. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its Collateral;

a. Enter upon and take possession of all or part of the Collateral, in its own name;

b. Conduct environmental assessments and surveys and do any other acts that it deems necessary or desirable to preserve the value, marketability or rentability of all or part of the Collateral or interest in the Collateral or increase the Collateral's income, or protect the lien or charge of this Mortgage;

c. With or without taking possession of the Collateral, sue for or otherwise collect the Rents, including those past due and unpaid; and

d. Apply the Rents (less costs and expenses of operation and collection including attorneys' fees) to any Secured Obligations, all in such order as Mortgagee may determine;

The entering and taking possession of the Collateral, the collection of such Rents and their application shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Collateral or the collection, receipt and application of any of the Rents is by Mortgagee or a receiver, Mortgagee shall be entitled to exercise every right provided for in the Loan Agreement and other Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

6.2.2. Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants contained in this Mortgage;

6.2.3. Exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Mortgagee, in its sole discretion, may determine, including requiring Mortgagor to assemble the Collateral and make the Collateral available to Mortgagee at a reasonably convenient location. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Mortgagee and shall be secured by this Mortgage; and/or

6.2.4. Exercise all other rights and remedies provided in this Mortgage, in any other Loan Document or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or as provided by law or in equity.

6.3 Appointment of Receiver. Notwithstanding anything to the contrary herein, upon the occurrence of an Event of Default under this Mortgage, Mortgagee, without regard to the then value of the Collateral or the interest of Mortgagor in it and with no obligation to follow notice and cure procedures set forth herein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Land, Fixtures or Improvements without the need to post a bond. Mortgagee or such receiver may take all usual actions as well as any permitted by a court in connection with such entry. Mortgagee is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Land, Fixtures or Improvements, (ii) collect and apply to the outstanding balances of the Secured Obligations all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, and shall continue to exercise all such powers until the date of confirmation of sale of the Land, Fixtures or Improvements, unless such receivership is sooner terminated. If Mortgagee elects to enter or take possession of the Land, Fixtures or Improvements, it will not assume any liability to Mortgagor or any other person for operation or maintenance of the Land, Fixtures or Improvements, and Mortgagor expressly waives any such Mortgagee liability.

6.4 Application of Funds After Default. Except as otherwise provided in this Mortgage, upon the occurrence of an Event of Default continuing beyond applicable notice and cure periods set forth in the Loan Agreement, Mortgagee may at any time, with notice to Mortgagor if providing such notice will not adversely delay the exercise of Mortgagee's rights or remedies, apply to any Secured Obligation, in such manner and order as Mortgagee may elect, even if such Secured Obligation may not yet be due, any amounts received and held by Mortgagee to pay insurance premium or impositions or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Mortgagee from or on account of Mortgagor or the Collateral, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligation, any of the rights or powers of Mortgagee under the terms of any Loan Document, or any of the obligations of Mortgagor or any guarantor under the Loan Agreement or any other Loan Document; or cure or waive any Event of Default or notice of default under the Loan Documents; or invalidate any act of Mortgagee.

6.5 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Mortgage or any other Loan Document or other agreement or any law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, deed of trust, mortgage, pledge, lien, assignment or otherwise. Neither the acceptance nor enforcement (whether by court action or pursuant to the power of sale or other powers herein contained) of this Mortgage shall impair Mortgagee's right to realize upon or enforce any other security held by Mortgagee. Mortgagee shall be entitled to enforce this Mortgage and any other security for the Secured Obligations held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy conferred upon or reserved to Mortgagee is intended to be exclusive of

any other remedy in this Mortgage, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Mortgagee. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and it may pursue inconsistent remedies. Mortgagor may be joined in any action brought by Mortgagee to foreclose under or otherwise enforce this Mortgage.

6.6 Request for Notice. Mortgagor requests that a copy of any notice of default and that a copy of any notice of sale under this Mortgage be mailed to it at the address set forth in the first paragraph of this Mortgage.

ARTICLE 7 MISCELLANEOUS

7.1 Amendments. This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

7.2 Intentionally Deleted.

7.3 Statements By Mortgagor. Mortgagor shall, within ten (10) days after notice from Mortgagee, deliver to Mortgagee a written statement setting forth whether Mortgagor has any knowledge that any offset or defense exists against the Secured Obligations.

7.4 Statements By Mortgagee. For any statement or accounting requested by Mortgagor or any other entitled person pursuant to applicable law, or for any other document or instrument furnished to Mortgagor by Mortgagee, Mortgagee may charge: (a) the maximum amount permitted by law at the time of the request, (b) if no such maximum, then the greater of Mortgagee's customary charges or the actual cost to Mortgagee.

7.5 Notices. All notices, demands, approvals and other communications shall be made in writing to the appropriate party at the address set forth in the first paragraph of this Mortgage. All such notices shall be made in accordance with the Loan Agreement.

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

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

7.8 Intentionally Deleted.

7.9 No Merger of Lease. Foreclosure of the lien created by this Mortgage on the Land, Fixtures or Improvements shall not destroy or terminate the Lease, any Assigned Lease or other lease or sublease then existing and affecting all or any portion of the Land, Fixture or Improvement, unless Mortgagee or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall terminate any Assigned Lease or other lease or sublease unless a Mortgagee or such purchaser shall give written notice of termination to such tenant or subtenant. If both the lessor's and lessee's estate under any lease that constitutes a part of the Land, Fixture or Improvement shall become vested in one owner, this Mortgage and its lien shall not be destroyed or terminated by application of the doctrine of merger unless

Mortgagee so elects, as evidenced by recording a written declaration so stating. Until Mortgagee so elects, Mortgagee shall continue to have and enjoy all of the rights, powers and privileges of Mortgagee under this Mortgage as to the separate estates.

7.10 Governing Law and Venue. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Mortgage, this Mortgage shall be governed by, and construed in accordance with, the laws of Idaho, it being acknowledged that the Loan Agreement and other Loan Documents are governed by the laws of New York. In all respects, including, without limiting the generality of the foregoing, matters of construction and validity, this Mortgage will be governed by, and construed in accordance with the laws of the state of Idaho applicable to mortgages made in such state and any applicable law of the United States of America. ANY LEGAL SUIT, ACTION, OR PROCEEDING BROUGHT BY A PARTY AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS MORTGAGE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT LOCATED IN ADA COUNTY, IDAHO. ALL PARTIES WAIVE ALL OBJECTIONS WHICH THEY MAY NOW HAVE OR HEREAFTER ACQUIRE BASED ON VENUE AND/OR FORUM NON CONVENIENS FOR ANY SUCH SUIT, ACTION, OR PROCEEDING.

7.11 Intentionally Deleted.

7.12 Interpretation. In this Mortgage, the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Mortgage to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation."

7.13 Further Assurances. Mortgagor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Mortgagee may reasonably require to: (a) correct any defect, error or omission in this Mortgage or the execution or acknowledgment of this Mortgage, (b) subject to the lien of this Mortgage any of Mortgagor's properties covered or intended to be covered by this Mortgage, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Mortgage, or (e) better assure and confirm to Mortgagee its respective rights, powers and remedies under this Mortgage.

7.14 Successors and Assigns. Subject to Section 4.8 above, this Mortgage applies to, inures to the benefit of and binds all parties to this Mortgage, their heirs, legatees, devisees, administrators, executors, successors and assigns; *provided*, no assignment of rights duties or obligations of Mortgagee shall be effective without the prior written consent of Mortgagee.

7.15 Construction. To the extent that there is a conflict between this Mortgage and the Loan Agreement, the Loan Agreement shall control.

7.16 Waiver of Marshalling Rights. Mortgagor for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Land, hereby waives all rights to have the Collateral and/or any other property that is now or later may be security for any Secured Obligation ("Other Collateral") marshaled upon any foreclosure of this

Mortgage or on a foreclosure of any other security for any of the Secured Obligations. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Collateral and any or all of the Other Collateral, as a whole or in separate parcels, in any order Mortgagee may designate.

7.17 WAIVER OF JURY TRIAL. MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT 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 NEW YORK LAW.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

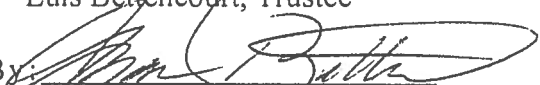
MORTGAGOR:

L & S LAND HOLDINGS, LLC

By: Luis Bettencourt and Sharon Bettencourt, in their capacity as trustees of the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008

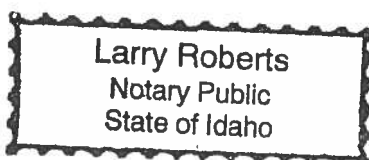
Its: Sole Member

By: 
Luis Bettencourt, Trustee

By: 
Sharon Bettencourt, Trustee

STATE OF Idaho)
)ss.
County of Quinn Falls)

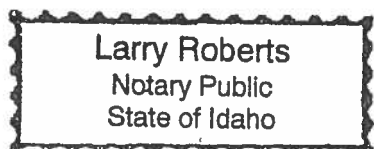
On this 8th day of January, 2015, before me personally appeared Luis M. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that he was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Quinn Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

STATE OF Idaho)
)ss.
County of Quinn Falls)

On this 8th day of January, 2015, before me personally appeared Sharon L. Bettencourt, known to me to be the individual who executed the foregoing instrument as Trustee of the Trust under the Luis M. and Sharon Bettencourt 2008 Trust U/A/D March 5, 2008, which is known to me to be a member of L&S Land Holdings, LLC, the limited liability company which executed the within instrument, and acknowledged that she executed the same as trustee of one of the members and in the limited liability company name freely and voluntarily, and on oath stated that she was authorized to execute this instrument.



[Signature]
Notary Public for the State of Idaho
Residing at Quinn Falls, ID
My commission expires 6-30-15
Printed Name Larry Roberts

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

TRACT A - JEROME AND GOODING COUNTIES
TRACT I

PARCEL NO. 1

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

S½SW¼ and that part of the NW¼SW¼ of Section 20, and that part of the N½NW¼ of Section 29, described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of Section 29 to the Westerly boundary of said Section 29;
Thence North 0°22'11" West, 914.58 feet to the Northwest corner of said Section 29;
Thence North 0°27'06" West, 1702.61 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
North 61°51'09" East, 743.98 feet;
Thence North 68°04'56" East, 233.31 feet;
Thence South 86°57'48" East, 217.65 feet;
Thence North 53°25'37" East, 108.92 feet;
Thence North 81°04'09" East, 99.39 feet;
Thence South 74°46'17" East, 45.30 feet to the Westerly boundary of the NE¼SW¼ of said Section 20;
Thence South 0°23'38" East, 886.84 feet to the Southwest corner of said NE¼SW¼;
Thence South 89°40'52" East, 1322.25 feet to the Southeast corner of said NE¼SW¼;
Thence South 0°20'12" East, 1317.31 feet along the Easterly boundary of the SE¼SW¼ of said Section 20 to
THE POINT OF BEGINNING.

AND

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

Section 29: That part of the W½, described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 29;
Thence South 0°19'33" East, 914.57 feet along the Easterly boundary of said NW¼ of Section 29 to THE TRUE POINT OF BEGINNING;
Thence North 89°41'50" West, 2641.15 feet parallel with the Northerly boundary of said NW¼ of Section 29 to the Westerly boundary of said Section 29;
Thence South 0°22'11" East along the West boundary of said Section 29, 1730.32 feet to the Southwest corner of the NW¼ of said Section 29;
Thence South 0°16'11" East along the West boundary of said Section 29, 1322.12 feet to the Southwest corner of the NW¼SW¼ of said Section 29;

Thence South 89°42'13" East along the South boundary of said NW¼SW¼, 1320.56 feet to the Southeast corner of said NW¼SW¼;
Thence North 0°17'52" West along the East boundary of said NW¼SW¼, 1321.42 feet to the Northeast corner of said NW¼SW¼;
Thence North 0°20'52" West along the East boundary of the SW¼NW¼, 1322.72 feet to the Southwest corner of the NE¼NW¼ of said Section 29;
Thence South 89°41'08" East along the South boundary of the NE¼NW¼, 1320.42 feet to the Southeast corner of said NE¼NW¼;
Thence North 0°19'33" West along the East boundary of said NE¼NW¼, 408.43 feet to THE TRUE POINT OF BEGINNING.

AND

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

That part of the SE¼ and that part of the SE¼SW¼ of Section 19, and that part of the N½ of Section 30, described as follows:

Beginning at the Northeast corner of said Section 30;
Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼ of Section 30;
Thence North 89°41'50" West, 264.77 feet;
Thence South 25°51'13" West, 411.29 feet to the center of a farm road;
Thence along the center of said farm road the following courses and distances:
South 44°25'57" West, 200.38 feet;
Thence South 56°41'04" West, 179.53 feet;
Thence South 61°55'44" West, 117.21 feet;
Thence South 72°15'48" West, 360.34 feet;
Thence South 86°55'51" West, 268.61 feet;
Thence South 86°33'47" West, 419.63 feet;
Thence South 76°54'39" West, 280.54 feet;
Thence South 66°52'45" West, 1305.41 feet;
Thence leaving said farm road North 49°03'47" West, 72.42 feet to a point 1708.00 feet from the center of a pivot sprinkler;
Thence Northerly 2549.70 feet on the arc of a non-tangent curve to the left with a radius of 1708.00 feet, a central angle of 85°31'51" and a chord which bears North 1°49'43" West, 2319.46 feet to a point 1708.00 feet from the center of said pivot sprinkler;
Thence North 45°24'22" East, 223.19 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 70°11'10" East, 471.28 feet;
Thence North 71°56'55" East, 158.48 feet;
Thence North 39°38'16" East, 237.06 feet;
Thence North 45°28'38" East, 580.39 feet;
Thence North 19°07'45" West, 166.90 feet;
Thence North 46°53'21" East, 139.86 feet;
Thence North 74°31'08" East, 800.26 feet to the Westerly boundary of the SE¼SE¼ of said Section 19;
Thence South 0°23'09" East, 1160.70 feet to the Southwest corner of said SE¼SE¼;
Thence South 89°54'57" East, 1320.33 feet to THE POINT OF BEGINNING.

AND

Commencing at the Southeast corner of said Section 19;

Thence North 0°27'06" West, 1318.08 feet to the Northeast corner of said SE¼SE¼ and **THE TRUE POINT OF BEGINNING**;

Thence North 89°50'00" West, 531.89 feet along the Northerly boundary of said SE¼SE¼ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

North 22°32'26" East, 139.20 feet;

Thence North 61°51'09" East, 539.27 feet to the Easterly boundary of said Section 19;

Thence South 0°27'06" East, 384.53 feet to **THE TRUE POINT OF BEGINNING**.

Section 19: SE¼SE¼;

AND

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

Section 30: A parcel of land described as follows:

Beginning at the Northeast corner of said Section 30;

Thence South 0°22'11" East, 914.58 feet along the Easterly boundary of said NE¼, Section 30 to **THE TRUE POINT OF BEGINNING**;

Thence North 89°41'50" West, 264.77 feet;

Thence South 25°51'13" West, 411.29 feet to the center of a farm road;

Thence along the center of said farm road the following courses and distances:

South 44°25'57" West, 200.38 feet;

Thence South 56°41'04" West, 179.53 feet;

Thence South 61°55'44" West, 117.21 feet;

Thence South 72°15'48" West, 360.34 feet;

Thence South 86°55'51" West, 268.61 feet;

Thence South 86°33'47" West, 419.63 feet;

Thence South 76°54'39" West, 280.54 feet;

Thence South 66°52'45" West, 1305.41 feet;

Thence leaving said farm road South 338.67 feet to a point 1330.14 feet from the center of a pivot sprinkler;

Thence Southerly 1901.96 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a

central angle of 81°55'37" and a chord which bears South 40°58'18" East, 1744.02 feet to a point on the

Southerly boundary of the N½SE¼ of said Section 30, 1330.14 feet from the center of said pivot sprinkler;

Thence South 89°50'50" East along the South boundary of said N½SE¼, 2215.84 feet to the Southeast corner of said N½SE¼;

Thence North 0°16'11" West along the East boundary of said N½SE¼, 1322.12 feet to the Northeast corner of the SE¼ of said Section 30;

Thence North 0°22'11" West, 1730.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PART OF THE S½ OF SECTION 19 AND THAT PART OF THE N½ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the TRUE POINT OF BEGINNING;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
South 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to THE TRUE POINT OF BEGINNING;

PARCEL NO. 2

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

Section 30: That part of the SW¼SE¼ and that part of the SE¼SW¼, described as follows:

Beginning at the Southeast corner of Section 30;
Thence North 89°49'35" West, 1319.23 feet along the Southerly boundary of Section 30 to the Southeast corner of SW¼SE¼, THE TRUE POINT OF BEGINNING;
Thence North 0°18'24" West, 1321.65 feet along the Easterly boundary of the SW¼SE¼ to the Northeast corner of SW¼SE¼;
Thence North 89°50'50" West, 895.76 feet along the Northerly boundary of SW¼SE¼;
Thence Southwesterly 1774.58 feet along the Arc of a curve right having a radius of 1330.14 feet and a chord of South 38°12'43" West, 1645.87 feet;
Thence South 25.00 feet to the Southerly boundary of Section 30;
Thence South 89°49'35" East, 601.70 feet along said Southerly boundary to the South quarter corner of Section 30;
Thence South 89°49'35" East, 1319.23 feet along the Southerly boundary of Section 30 to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet of Section 30 to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 3

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

Section 30: That part of the S½ and NW¼, described as follows:

Commencing at the Southwest corner of said Section 30;
Thence South 89°49'35" East, 1112.53 feet along the Southerly boundary of said Section 30 to **THE TRUE POINT OF BEGINNING**;
Thence South 89°49'35" East, 502.03 feet along the Southerly boundary of said Section 30;
Thence North 25.00 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 3676.55 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 158°22'01" and a chord which bears North 2°45'06" West, 2613.02 feet;
Thence North 338.67 feet to the center of a farm access road;
Thence North 49°03'47" West, 72.42 feet to the edge of an adjoining circular pivot irrigation system;
Thence along the edge of said adjoining circular pivot irrigation system, 797.35 feet on the arc of a curve to the right with a radius of 1708.00 feet, a central angle of 26°44'51" and a chord which bears South 54°18'39" West, 790.13 feet;
Thence South 22°18'56" East, 12.57 feet to the edge of the first mentioned circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1300.62 feet on the arc of a curve to the left with a radius of 1330.14 feet, central angle of 56°01'26" and a chord which bears South 39°40'21" West, 1249.42 feet to the Westerly boundary of said Section 30;
Thence South 0°00'24" East, 537.98 feet to the edge of said circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 1627.74 feet on the arc of a curve to the left with a radius of 1330.14 feet, a central angle of 70°06'54" and a chord which bears South 46°43'53" East, 1528.06 feet to **THE TRUE POINT OF BEGINNING**.

ALSO INCLUDING the following described parcel:

Commencing at the Southwest corner of said SW¼;
Thence North 0°00'24" West, 1581.98 feet along the Westerly boundary of said SW¼ to the edge of a circular pivot irrigation system;
Thence Northeasterly along the edge of said pivot irrigation system, 591.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 25°29'01" and a chord which bears North 24°24'10" East, 586.75 feet to **THE TRUE POINT OF BEGINNING**;
Thence continuing along the edge of said pivot irrigation system, 16.00 feet on the arc of said curve to the right with a radius of 1330.14 feet, a central angle of 0°41'21" and a chord which bears North 37°29'21" East, 16.00 feet;
Thence North 52°30'39" West, 219.32 feet;
Thence South 37°29'21" West, 16.00 feet;
Thence South 52°30'39" East, 219.32 feet to **THE TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 4

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

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the South 25 feet of Section 30 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 5

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

Section 31: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$;

The West 780.00 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-3 Canal of the North Side Canal Company System, more particularly described as follows:

Beginning at the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East along the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 780 feet;
Thence South to the centerline of the North Side Canal Company W-3 Canal;
Thence Southwesterly along the centerline of said W-3 Canal to the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- A. East 100.00 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the centerline of the W-3 Canal of the North Side Canal Company System;
- B. Beginning at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East, 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 1°47'50" West, 412.37 feet to THE TRUE POINT OF BEGINNING;
Thence South 1°47'50" West, 180.00 feet;
Thence South 88°12'10" East, 242.00 feet;
Thence North 1°47'50" East, 180.00 feet;
Thence North 88°12'10" West, 242.00 feet to THE TRUE POINT OF BEGINNING;

EXCEPT the North 25 feet of Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and West 25 feet of Lot 1, as set forth in Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records, for County Road.

PARCEL NO. 6

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

Section 31: Part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows:

Commencing at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$;

Thence South 1°47'50" West 412.37 feet to **THE TRUE POINT OF BEGINNING**;
Thence South 1°47'50" West 180.00 feet;
Thence South 88°12'10" East 242.00 feet;
Thence North 1°47'50" East 180.00 feet;
Thence North 88°12'10" West 242.00 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 6A

INCLUDES use of easement for ingress, egress and utilities over a 20.00 foot wide strip of land as created in Warranty Deed recorded September 30, 1980 as Instrument Number 85505, described as follows:

Commencing at the Northwest corner of said N½NW¼;
Thence South 89°49'35" East 1273.78 feet along the Northerly boundary of said N½NW¼ to **THE TRUE POINT OF BEGINNING**;
Thence South 1°47'50" West 412.37 feet;
Thence South 88°12'10" East 20.00 feet;
Thence North 1°47'50" East 412.94 feet to the Northerly boundary of said N½NW¼;
Thence North 89°49'35" West 20.01 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 7

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

Section 31: Lot 2 and the West 25 feet of Lots 3 and 4

EXCEPTING THEREFROM the West 25 feet of Lot 2 deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 8

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: N½; SE¼;

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel:

Beginning at the Southeast corner of said Section 25, which point shall be known as **THE TRUE POINT OF BEGINNING**;
Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;
Thence North 0°03'28" West, 330.00 feet;
Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;
Thence South 0°03'28" East, along the East boundary of said Section 25, 330.00 feet to **THE TRUE POINT OF BEGINNING**;

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

Part of the NW¼ of Section 30 and
Part of the SW¼ of Section 19 described below

AND

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Part of the NE¼ of Section 25 and
Part of the SE¼ of Section 24, described as follows:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;
Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 Feet;
Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;
Thence along the center of said "W" lateral the following courses and distances:
North 58°33'42" West, 375.84 feet;
Thence North 68°09'35" West, 176.29 feet;
Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;
Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;
Thence South 89°26'15" West, 594.48 feet;
Thence South 59°21'51" West, 114.27 feet;
Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;
Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;
Thence South 29°35'31" West, 2.60 feet;
Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;
Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;
Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 9

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

Section 19: That part of the S½ described as follows:

Section 30: That part of the N½ described as follows:

Beginning at the Southwest corner of Section 30;
Thence North 0°00'24" West 2250.90 feet along the Westerly boundary of Section 30;
Thence North 71°35'54" East 1040.48 feet along an existing power line;
Thence North 53°17'45" East 150.54 feet along said power line to the **TRUE POINT OF BEGINNING**;
Thence North 53°17'50" East 589.71 feet along said power line;
Thence North 66°39'27" East 1377.20 feet along said power line;
Thence North 87°54'18" East 1416.21 feet along said power line;
Thence North 24°32'26" East 1321.72 feet along said power line;
Thence North 24°17'04" West 1394.67 feet along said power line to the beginning of a curve left;
Thence 754.25 feet along a curve left having a radius of 608.86 feet and a chord of North 59°46'23" West 706.93 feet to the Southerly bank of the North Side Canal Company "W" Canal;
Thence South 84°44'17" West 128.24 feet to the center of said "W" Canal;
Thence along the center of the "W" Canal the following courses:
South 74°31'08" West 800.26 feet;
South 46°53'21" West 139.96 feet;
South 19°07'45" East 166.90 feet;
South 45°28'38" West 580.39 feet;
South 39°38'16" West 237.06 feet;
South 71°56'55" West 158.48 feet;
North 70°11'10" West 471.28 feet;
Thence departing said canal South 45°23'17" West 224.36 feet to the beginning of a curve Southwesterly;
Thence 3018.66 feet along the curve having a radius of 1708.00 feet and a chord of South 6°01'14" West 2640.84 feet;
Thence South 33°21'07" East 45.51 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 9A

TOGETHER WITH the following non-exclusive Easement 20.00 feet in width, for access and utilities created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;

Thence along the Northerly side of said 20.00 feet in width Easement the following courses:

North 53°17'50" East 589.71 feet;

North 66°39'27" East 1377.20 feet;

Thence along the Southerly side of said 20.00 feet in width Easement the following courses:

North 87°54'18" East 1416.21 feet;

North 24°32'26" East 1321.72 feet to the end of said 20.00 feet in width access and utility Easement.

TOGETHER WITH the following Easement for well and pump access created by Deed dated November 5, 1992, recorded April 30, 1993 as Instrument Number 152499, Gooding County records:

Beginning at the aforesaid **TRUE POINT OF BEGINNING**;

Thence North 53°17'50" East 589.71 feet;

Thence North 66°39'27" East 1377.20 feet to the beginning of said well Easement;

Thence North 87°54'18" East 50.00 feet;

Thence South 2°05'42" East 50.00 feet;

Thence South 77°16'52" West 79.85 feet;

Thence North 23°20'33" West 50.00 feet;

Thence North 66°39'27" East 50.00 feet to the end of said well Easement.

PARCEL NO. 10

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

Section 19: The West portion of Lot 3 and the West portion of Lot 4 lying North of the "W" Canal of the North Side Canal Company, Limited.

EXCEPTING THEREFROM that part described as follows:

Beginning at the Northeast corner of said Section 19;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said SE¼NE¼ of Section 19, **THE TRUE POINT OF BEGINNING**;
Thence South 0°14'06" East 1320.72 feet to the Northeast corner of said S½ of Section 19;
Thence South 0°27'06" East 933.56 feet to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 61°51'09" West 539.27 feet;
Thence South 22°32'26" West 139.20 feet to the Northerly boundary of the SE¼SE¼ of Section 19;
Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE¼SE¼;
Thence South 0°23'09" East 159.27 feet along the Westerly boundary of said SE¼SE¼ to the center of said irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
South 74°31'08" West 800.26 feet;
Thence South 46°53'21" West, 139.86 feet;
Thence South 19°07'45" East, 166.90 feet;
Thence South 45°28'38" West, 580.30 feet;
Thence South 39°38'16" West, 237.06 feet;
Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East 1318.31 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 11

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 24: SE¼SE¼, **EXCEPTING THEREFROM** that portion of the following described tract lying with Section 24:

Beginning at the Southwest corner of said NW¼, Section 30;
Thence South 0°00'24" East, 207.07 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system, 4081.05 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 136°54'04" and a chord which bears North 26°23'59" East, 3177.22 feet to the Northerly boundary of said NW¼ Section 30;

Thence continuing along the edge of said circular pivot irrigation system 75.81 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 2°32'35" and a chord which bears North 43°19'71" West, 75.81 feet;

Thence North 45°24'22" East, 223.19 feet to the center of the Northside Canal Company "W" Lateral;

Thence along the center of said "W" lateral the following courses and distances:

North 58°33'42" West, 375.84 feet;

Thence North 68°09'35" West, 176.29 feet;

Thence North 83°57'22" West, 1040.50 feet to the Westerly boundary of said SW¼ Section 19;

Thence continuing along the center of said "W" lateral, North 83°57'22" West, 304.24 feet;

Thence South 89°26'15" West, 594.48 feet;

Thence South 59°21'51" West, 114.27 feet;

Thence South 29°33'03" West, 622.31 feet to the Southerly boundary of said SE¼ Section 24;

Thence continuing along the center of said "W" Lateral South 29°13'03" West, 190.98 feet;

Thence South 29°35'31" West, 2.60 feet;

Thence leaving the center of said "W" Lateral South 0°02'41" West, 1724.05 feet to the edge of a circular pivot irrigation system;

Thence along the edge of said circular pivot irrigation system 1045.98 feet on the arc of a curve to the left with a radius of 1708.00 feet, a central angle of 35°05'16" and a chord which bears South 43°15'59" East, 1029.71 feet to the Southerly boundary of said NE¼ Section 25;

Thence South 89°41'29" East, 688.57 feet to THE POINT OF BEGINNING.

PARCEL NO. 12

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

Section 30: Part of the SW¼, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter;

Thence South 0°00'24" East 207.07 feet along the Westerly boundary of said SW¼ to the TRUE POINT OF BEGINNING;

Thence South 0°00'24" East 851.51 feet along said Westerly boundary;

Thence Northeasterly along the edge of a circular pivot irrigation system 1300.61 feet on the arc of a non-tangent curve to the right with a radius of 1330.14 feet, a central angle of 56°01'25" and a chord which bears North 39°40'22" East 1249.41 feet;

Thence North 22°18'57" West 12.57 feet to the edge of a second circular pivot irrigation system;

Thence Westerly along the edge of said second circular pivot irrigation system 809.82 feet on the arc of a non-tangent curve to the right with a radius of 1708.00 feet, a central angle of 27°09'56" and a chord which bears South 81°16'03" West 802.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 13

**TOWNSHIP 7 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 25: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 25, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence North 89°47'25" West along the South boundary of said Section 25, 330.00 feet;

Thence North 0°03'28" West, 330.00 feet;

Thence South 89°47'25" East, 330.00 feet to a point on the East boundary of said Section 25;

Thence South 0°03'28" East along the East boundary of said Section 25, 330.00 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the South 25 feet deeded to the Wendell Highway District by Warranty Deed recorded June 14, 1972 as Instrument Number 40839, Gooding County records.

PARCEL NO. 14

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

Section 31: SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM the East 100 feet.

PARCEL NO. 15

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

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the S $\frac{1}{2}$, described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, and THE TRUE POINT OF BEGINNING;

Thence South 0°14'06" East, 1320.72 feet to the Northeast corner of said S $\frac{1}{2}$ of Section 19;

Thence South 0°27'06" East, 933.56 feet to the center of an irrigation canal;

Thence along the center of said irrigation canal the following courses and distances: South 61°51'09" West, 539.27 feet;

Thence South 22°32'26" West, 139.20 feet to the Northerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19;

Thence leaving said irrigation canal, North 89°50'00" West, 786.95 feet to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°23'09" East, 159.27 feet along the Westerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of said irrigation canal;

Thence along the center of said irrigation canal the following courses and distances:

South 74°31'08" West, 800.26 feet;

Thence South 46°53'21" West, 139.86 feet;

Thence South 19°07'45" East, 166.90 feet;

Thence South 45°28'38" West, 580.30 feet;

Thence South 39°38'16" West, 237.06 feet;

Thence South 71°56'55" West, 158.48 feet;
Thence North 70°11'10" West, 471.28 feet;
Thence North 58°33'42" West, 375.84 feet;
Thence North 68°09'15" West, 176.29 feet;
Thence North 83°57'22" West, 433.21 feet;
Thence leaving said canal North 0°05'33" East, 2130.25 feet parallel with the Westerly boundary of said S½ of Section 19 to the Northerly boundary of said S½ of Section 19;
Thence South 89°45'02" East, 2879.44 feet to the Southwest corner of said SE¼NE¼ of Section 19;
Thence North 0°16'40" West, 1319.89 feet to the Northwest corner of said SE¼NE¼;
Thence South 89°47'13" East, 1318.31 feet to THE TRUE POINT OF BEGINNING.

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

Section 20: NW¼ and that part of the NW¼SW¼, described as follows:

Beginning at the Northwest corner of said NW¼ of Section 20;
Thence South 89°38'00" East, 2642.48 feet to the Northeast corner of said NW¼;
Thence South 0°20'13" East, 2640.01 feet to the Southeast corner of said NW¼;
Thence North 89°39'55" West, 1323.57 feet to the Northeast corner of said NW¼SW¼ of Section 20;
Thence South 0°23'39" East, 430.85 feet along the Easterly boundary of said NW¼SW¼ to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances: North 74°46'17" West, 45.30 feet;
Thence South 81°04'09" West, 99.39 feet;
Thence South 53°25'37" West, 108.92 feet;
Thence North 86°57'48" West, 217.65 feet;
Thence South 68°04'56" West, 233.31 feet;
Thence South 61°51'09" West, 743.98 feet to the Westerly boundary of said NW¼SW¼;
Thence North 0°27'06" West, 933.56 feet to the Northwest corner of said NW¼SW¼;
Thence North 0°14'06" West, 2641.43 feet to THE POINT OF BEGINNING.

PARCEL NO. 16

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

Section 20: E½;

PARCEL NO. 17

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

Section 19: Lot 2, SE¼NW¼; SW¼NE¼

PARCEL NO. 18

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

Section 30: Part of Government Lot 4, more particularly described as follows:

Beginning at the Southwest corner for Section 30, the **TRUE POINT OF BEGINNING**;
Thence North 0°00'24" West, 928.82 feet along the Westerly boundary of Section 30;
Thence North 89°59'36" East, 25.00 feet;
Thence Southeasterly 1359.21 feet along the arc of a curve left having a radius of 1333.71 feet and a chord of South 46°03'04" East, 1306.53 feet;
Thence South 0°10'25" West, 25.00 feet to the Southerly boundary for Section 30;
Thence North 89°49'35" West, 965.47 feet along the Southerly boundary of Section 30 to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 19

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

Section 29: E½SE¼; SE¼NE¼;

Section 28: Part of the N½SW¼, described as follows:

Commencing at an aluminum cap stamped PLS 884 marking the Southwest corner of the Southwest ¼ of said Section 28, from which a 5/8 inch iron pin marking the Northwest corner of said Southwest ¼ bears North 00°06'53" East at a distance of 2639.06 feet;
Thence along the West line of said Southwest ¼, North 00°06'53" East, a distance of 1319.53 feet to the Southwest corner of the N½SW¼ of said Section 28, being also **THE POINT OF BEGINNING**;
Thence continuing along the West line of said N½SW¼, North 00°06'53" East, a distance of 549.01 feet to a ½ inch rebar with cap stamped PLS 9858 marking the center of the W3 Lateral of the North Side Canal Company;
Thence along the center of said W3 Lateral the following bearings and distances:
North 85°21'09" East, a distance of 24.78 feet;
Thence North 80°27'26" East, a distance of 141.62 feet to the beginning of a curve tangent to said line;
Thence Easterly, Northeasterly and Northerly a distance of 153.04 feet along the curve concave to the Northwest, having a radius of 110.00 feet, a central angle of 79°42'55", and being subtended by a chord that bears North 40°35'59" East, 140.99 feet;
Thence North 00°44'31" East tangent to said curve, a distance of 201.65 feet to the beginning of a curve tangent to said line;
Thence Northerly, Northeasterly and Easterly a distance of 107.95 feet along the curve concave to the Southeast, having a radius of 75.00 feet, a central angle of 82°28'03", and being subtended by a chord that bears North 41°58'33" East, 98.87 feet;
Thence North 83°12'35" East tangent to said curve, a distance of 96.35 feet to the beginning of a curve tangent to said line;

Thence Easterly and Northeasterly a distance of 292.87 feet along the curve concave to the Northwest, having a radius of 338.33 feet, a central angle of 49°35'51", and being subtended by a chord that bears North 58°24'39" East, 283.81 feet;
Thence North 33°36'43" East tangent to said curve, a distance of 232.99 feet to the North line of the N½SW¼ of said Section 28;
Thence along the North line of said N½SW¼, South 89°21'54" East, a distance of 898.76 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 84°18'05" East, a distance of 124.52 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 72°47'53" East, a distance of 237.80 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 51°33'57" East, a distance of 89.01 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 44°25'46" East, a distance of 368.54 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 42°05'52" East, a distance of 294.98 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence South 39°19'22" East, a distance of 125.38 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the East line of the N½SW¼ of said Section 28;
Thence along the East line of said N½SW¼, South 00°05'51" West, a distance of 612.67 feet to the Southeast corner of said N½SW¼;
Thence along the South line of said N½SW¼, North 89°22'26" West, a distance of 2646.17 feet to **THE POINT OF BEGINNING**.

SW¼SW¼, **EXCEPTING THEREFROM** that portion deeded to the Jerome Highway District by Correction Quitclaim Deed recorded June 15, 1981 as Instrument No. 258740, Jerome County records and revealed in Judgment recorded October 30, 1981 as Instrument No. 260993, Jerome County records.

AND EXCEPTING THEREFROM part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner for Section 28;
Thence North 0°22'30" West, 25.00 feet along the Westerly boundary of Section 28 to **THE TRUE POINT OF BEGINNING**;
Thence North 0°22'30" West, 834.07 feet along said Westerly boundary;
Thence North 89°37'27" East, 49.85 feet to a non-tangent curve;
Thence 1197.24 feet Southeasterly on a Curve left having a Radius of 1390.00 feet and a Chord of South 45°38'39" East, 1160.57 feet;
Thence South 0°07'46" West, 25.00 feet to the Northerly boundary of a County road known as the "400 North road;"
Thence North 89°52'14" West, 874.16 feet along said boundary to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 20

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

Section 28: A parcel of land in the SE¼SW¼, described as follows:

Commencing at the Southwest corner of said Section 28;
Thence North 89°55'26" East, 1323.28 feet along the South boundary of said Section 28 to the Southwest corner of the SE¼SW¼;
Thence North 0°35'10" West, 39.22 feet along the West boundary of the SE¼SW¼ to **THE REAL POINT OF BEGINNING**;

Thence from this Real Point of Beginning and continuing along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 0°35'10" West, 1280.10 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, North 89°55'57" East, 1323.09 feet to the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 0°35'39" East, 204.73 feet;
Thence along a curve to the right having a central angle of 80°01'38", a radius of 1320.00 feet, a tangent of 1108.15 feet, a length of arc of 1843.70 feet and a long chord of 1697.44 feet on a bearing of South 50°37'25" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 21

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

Section 29: NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$;

PARCEL NO. 22

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

Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

TRACT II

PARCEL NO. 23

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

Section 14: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 15: S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM that portion lying South of the centerline of the North Side Canal Company "W" Canal, more particularly described as follows:

Commencing at the Northwest corner of the said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 0°07'58" East, 562.38 feet along the Westerly boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to the center of the North Side Canal Company "W" Canal and THE TRUE POINT OF BEGINNING;
Thence South 0°07'58" East, 758.11 feet to the Southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 89°41'11" East, 2643.72 feet to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ and the center of said "W" Canal;
Thence Westerly along the approximate center of said "W" Canal the following courses and distances:
North 26°10'12" West, 237.37 feet;
Thence North 44°56'58" West, 199.28 feet;
Thence South 52°21'52" West, 240.71 feet;
Thence North 67°19'08" West, 646.97 feet;
Thence North 87°18'51" West, 178.79 feet;

Thence North 64°23'23" West, 203.61 feet;
Thence South 73°01'14" West, 419.96 feet;
Thence North 62°58'56" West, 335.62 feet;
Thence North 71°13'41" West, 561.62 feet to THE TRUE POINT OF BEGINNING.

Section 22: E½NE¼; SW¼NE¼; SE¼NW¼;

Section 23: W½NW¼;

PARCEL NO. 24

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

Section 21: N½NE¼; N½NW¼;

Section 22: W½NW¼; NE¼NW¼; NW¼NE¼.

PARCEL NO. 25

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

Section 14: E½SW¼;

Section 23: N½NE¼; SE¼NE¼; NE¼NW¼;

Section 23: SW¼NE¼;

That part of the SE¼NW¼ Lying North and East of the "X" Canal of the North Side Canal Co., Ltd.
That part of the NE¼SW¼ lying North and East of the "X" Canal of the North Side Canal Co., Ltd.

A tract of land lying in the NW¼SE¼, more particularly described as follows:

Beginning at the Northeast corner of the NW¼SE¼ of Section 23;
Thence along the North boundary Westerly for a distance of 25 feet, which is THE TRUE POINT OF BEGINNING;
Thence North 89°38' West for a distance of 1,295 feet, more or less, to the Northwest corner of said NW¼SE¼;
Thence South 0°2' East for a distance of 309.4 feet;
Thence South 36°29' East for a distance of 242.8 feet;
Thence North 60°02' East for a distance of 740.6 feet;
Thence North 89°08' East for a distance of 508.9 feet;
Thence North 0°02' West for a distance of approximately 121.5 feet to THE TRUE POINT OF BEGINNING;

Section 24: S½NW¼;

PARCEL NO. 26

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

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 14: N $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the Southeast corner of Section 14. Said point lies South 00°01'26" West 2641.22 feet from the East quarter corner of Section 14;

Thence North 00°01'26" East 1686.10 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING;

Thence North 89°58'34" West 168.82 feet;

Thence North 00°01'26" East 258.03 feet;

Thence South 89°58'34" East 168.82 feet to the East boundary of Section 14;

Thence South 00°01'26" West 258.03 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southeast corner of Section 14 and being the TRUE POINT OF BEGINNING;

Thence North 89°32'03" West 1009.11 feet along the South boundary of Section 14;

Thence North 00°27'57" East 43.50 feet;

Thence North 65°08'29" East 551.55 feet;

Thence North 18°32'50" East 136.95 feet;

Thence North 41°57'03" East 145.40 feet;

Thence North 34°53'54" East 185.80 feet;

Thence South 89°58'34" East 261.50 feet to a point on the East boundary of Section 14;

Thence South 00°01'26" West 673.82 feet along the East boundary of Section 14 to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, described as follows:

Commencing at the East quarter corner of Section 14;

Thence South 00°01'26" West 2641.22 feet to the Southwest corner of Section 13 and being the TRUE POINT OF BEGINNING;

Thence North 00°01'26" East 827.29 feet along the West boundary of Section 13;

Thence South 89°58'34" East 52.44 feet;

Thence South 31°19'41" East 189.87 feet;

Thence South 29°35'36" East 212.70 feet;

Thence South 41°57'29" East 219.57 feet;

Thence South 52°09'32" East 208.05 feet;

Thence South 60°59'51" East 208.05 feet;

Thence South 69°50'11" East 208.05 feet;

Thence South 00°30'28" West 25.00 feet to the South boundary of Section 13;

Thence North 89°29'32" West 944.72 feet along the South boundary of Section 13 to the TRUE POINT OF BEGINNING.

PARCEL NO. 27

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

Section 22: That part of the following described property located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the East quarter corner of said Section 22, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence West along the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to the Northwest corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South along the West boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet;

Thence East parallel to the North boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 1320.00 feet, more or less, to a point on the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence North along the East boundary of the E $\frac{1}{2}$ SE $\frac{1}{4}$, 330.00 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 28

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

Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$;

TRACT III

PARCEL NO. 29

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

Section 25: That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of the "U" Canal
of the North Side Canal Co., Ltd.

PARCEL NO. 30

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

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the following described parcel of land:

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence North 0°01'15" East along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 55.00 feet;

Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°28'41" West, 252.00 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

W $\frac{1}{2}$ SE $\frac{1}{4}$ and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as **THE TRUE POINT OF BEGINNING**;
Thence North 0°01'25" East along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 1322.32 feet to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°28'00" West, 545.71 feet to the center of the North Side Canal Co. "U" Canal;
Thence Northerly along the center of said "U" Canal the following courses and distances:
North 15°21'46" West, 20.14 feet;
Thence North 5°13'28" East, 235.41 feet;
Thence North 33°48'01" East, 599.74 feet;
Thence North 8°55'56" East, 207.76 feet;
Thence North 0°45'08" West, 361.42 feet to the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°27'20" East, 1489.22 feet along the Northerly boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 2589.12 feet along the Easterly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°28'41" East, 252.00 feet parallel with the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°01'15" West, 55.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°28'41" West, 1572.36 feet along the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ to **THE POINT OF BEGINNING**.

PARCEL NO. 31

**TOWNSHIP 7 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 31: Government Lots 1, 2, 3 and 4 and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31;

EXCEPT the West 40 feet of said Lots 1, 2, 3 and 4;

AND EXCEPT that portion deeded to Jerome Highway District No. 7 by Warranty Deed recorded March 16, 1920 in Book 36 Page 451 as Instrument Number 13459, records of Jerome County, Idaho.

FURTHER EXCEPTING that part of Government Lot 4, described as follows:

Commencing at the SW corner of said Section 31;
Thence 25.0' North to the **TRUE POINT OF BEGINNING**;
Thence North 0°06'37" West 448 feet;
Thence North 90°00'00" East 40.08 feet;
Thence North 89°53'42" East 160.05 feet;
Thence South 51°24'14" East 264 feet;
Thence South 00°05'54" East, 260.61 feet;
Thence West parallel to the South boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 6: That portion of Government Lots 2, 3 and 4 lying North of the centerline of the North Side Canal Co., Ltd. "U" canal;

EXCEPT the West 40 feet of said Lot 4.

EXCEPT that portion deeded to Lincoln County by Quitclaim Deed recorded November 15, 1912 in Book 58 Page 140, records of Jerome County, Idaho.

AND EXCEPT that portion deeded to the State of Idaho by Right of Way Deed recorded July 1, 1954 in Book 153 Page 416 as Instrument Number 122801, and by Right of Way Deed recorded August 17, 1954 in Book 153 Page 452 as Instrument Number 123160, records of Jerome County, Idaho.

PARCEL NO. 32

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: Lots 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, and that part of Lot 1 lying South and West of the U Canal of the North Side Canal Company, Ltd.

EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 1 of Section 1 deeded to the State of Idaho for a right of way for a public highway by Right of Way Deed dated April 22, 1953, recorded July 24, 1954 in Book 153 Page 428 as Instrument Number 122971, Jerome County records.

AND EXCEPTING THEREFROM a strip of land 30 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated July 3, 1912, recorded in Book 18 Page 18, Jerome County records.

AND EXCEPTING THEREFROM an additional strip of land 20 feet in width located in Lot 1 of Section 1 for public road purposes deeded to Lincoln County by Deed dated November 15, 1912, recorded December 16, 1912 in Book 58 Page 140, Jerome County records.

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

Beginning at the Northwest corner for Section 1 marked with a steel pin and survey cap, the TRUE POINT OF BEGINNING;

Thence South 89°28'33" East 662.18 feet along the Northerly boundary of Section 1 to the center of the Northside Canal Company "U-3" Canal;

Thence Southwesterly along the center of said Canal the following courses:

South 3°52'53" West 51.18 feet;

South 51°08'32" West 511.76 feet;

South 65°08'01" West 64.70 feet;

South 84°18'19" West 76.76 feet;

South 59°12'54" West 46.49 feet;

South 45°02'40" West 70.95 feet;

South 83°09'59" West 35.07 feet to the Westerly boundary of Section 1 and center of said Canal;

Thence North 0°02'36" East 491.18 feet along the Westerly boundary of Section 1 to the TRUE POINT OF BEGINNING.

PARCEL NO. 33

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 1: That part of the SE¼, described as follows:

Beginning at the East quarter corner of Section 1;

Thence North 89°32'57" West, 40.00 feet along the Northerly boundary of the SE¼ of Section 1 to the Westerly Right-of-Way for the "Old S.H. 79" and THE TRUE POINT OF BEGINNING;

Thence South 0°07'35" East, 271.39 feet along said Highway Right-of-Way to the center of the North Side Canal Company "S" Canal;

Thence Westerly and downstream along the center of said Canal the following courses:

South 89°49'45" West, 134.02 feet;

South 68°23'23" West, 183.40 feet;

North 72°22'13" West, 54.56 feet;

South 71°32'18" West, 45.73 feet;

South 49°37'55" West, 100.00 feet;

South 70°01'26" West, 129.80 feet;

South 42°53'12" West, 520.58 feet;

Thence departing said centerline South 48°41'49" East 71.55 feet to a point on the Southerly bank of the North Side Canal Company "S-43" Lateral;

Thence along the Southerly bank of said Lateral the following courses:

South 46°20'14" West, 102.94 feet;

South 58°55'45" West, 55.17 feet;

North 82°17'40" West, 66.19 feet;

North 62°48'53" West, 125.12 feet;

North 82°06'42" West, 573.23 feet;

South 55°18'00" West, 126.71 feet;

South 67°45'12" West, 233.26 feet;

Thence South 61°20'33" West, 580.68 feet along said Southerly bank of the S-43 Lateral and crossing said Lateral to the Westerly boundary of SE¼ of Section 1;

Thence North 0°11'56" West, 1289.27 feet along said Westerly boundary of the SE¼ to the center quarter corner for Section 1;

Thence South 89°32'57" East, 2598.61 feet along the Northerly boundary of SE¼ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: That part of the SE¼, described as follows:

Beginning at the Southeast corner of Section 1;

Thence North 89°30'20" West, 40.00 feet along the Southerly boundary of Section 1 to the Westerly right of way of Old State Highway 79;

Thence North 0°07'35" West, 300.00 feet along said Westerly right of way to THE TRUE POINT OF BEGINNING;

Thence North 0°07'35" West, 1458.39 feet along said right of way;

Thence North 89°30'20" West, 900.00 feet;

Thence South 46°20'14" West, 102.94 feet;

Thence South 58°55'45" West, 55.17 feet;

Thence North 82°17'40" West, 66.19 feet;

Thence North 62°48'53" West, 125.12 feet;
Thence North 82°06'42" West, 573.23 feet;
Thence South 55°18'00" West, 126.71 feet;
Thence South 67°45'12" West, 233.26 feet;
Thence South 61°20'33" West, 580.68 feet to the Westerly boundary of the SE¼;
Thence South 0°11'56" East, 1349.93 feet along said Westerly boundary to the Southwest corner of SE¼;
Thence South 89°30'20" East, 2435.36 feet along the Southerly boundary of Section 1;
Thence North 0°07'35" West, 300.00 feet;
Thence South 89°30'20" East, 160.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 34A

Together with the following described easement 50.00 feet in width easement for the benefit of Parcel No. 6 for the purpose of passing over and across said easement with the end boom of a circular pivot irrigation machine, created by Warranty Deed dated April 15, 1987, recorded April 21, 1987 as Instrument Number 305473, Jerome County records, and in Survey recorded July 1, 1987 as Instrument Number 306636c, Jerome County records, described as follows:

Beginning at the South quarter corner of Section 1;
Thence North 0°11'56" West, 1349.93 feet along the Westerly boundary of the SE¼ to the Southerly boundary of said 50.00 feet in width Easement;
Thence Easterly along the Southerly boundary of said Easement the following courses:
North 61°20'33" East, 580.68 feet;
North 67°45'12" East, 233.26 feet;
North 55°18'00" East, 126.71 feet to the end of said 50.00 feet in width Easement.

PARCEL NO. 35

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 2: SE¼NE¼; NE¼SE¼;

TRACT IV

PARCEL NO. 36

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 34: SE¼SE¼;

PARCEL NO. 37

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SW¼; SW¼SE¼

PARCEL NO. 38

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: S½NW¼, EXCEPTING THEREFROM the following described parcel of land;

Commencing at the Southwest corner of the said S½NW¼;
Thence South 89°52'05" East 269.70 feet along the Southerly boundary of said S½NW¼ to **THE TRUE POINT OF BEGINNING**;
Thence South 89°52'05" East 1050.68 feet along the Southerly boundary of said S½NW¼;
Thence North 0°05'26" West 82.89 feet;
Thence North 78°34'38" West 17.30 feet;
Thence North 53°54'47" West 683.71 feet;
Thence South 36°28'11" West 375.19 feet;
Thence South 70°11'32" West 274.06 feet;
Thence South 0°07'55" West 92.02 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 39

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: NW¼SE¼;

PARCEL NO. 40

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: W½SW¼;

EXCEPTING THEREFROM a parcel of land located in the Northwest Quarter of the Southwest Quarter described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35 which is the **TRUE POINT OF BEGINNING**;
Thence South 0°00'00" East, 712.98 feet along the West boundary of Section 35 to a point on said line and the mid line of an existing creek;
Thence North 49°33'11" East, 47.98 feet along the course of said creek to a point in said creek;
Thence North 4°09'56" East, 406.29 feet along the creek to a point in said creek;
Thence North 38°55'28" East, 154.12 feet along the creek to a point in said creek;
Thence North 32°10'49" East, 43.41 feet along the creek to a point in said creek.;
Thence North 40°04'13" East, 155.38 feet along the creek to a point on the mid section line of Section 35;
Thence North 89°46'51" West, 286.00 feet along said line to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM:

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: A tract of land located in the Northwest Quarter of the Southwest Quarter of described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 35;

Thence along the North line of the Southwest quarter of Section 35 a measured bearing of South 89°47'11" East, (record South 89°46'51" East Doc. #184090) a distance of 286.00 feet to a point at the Northeast corner of corner of the property conveyed to Wesley J. and Shelli L. Scott by Gooding County Recorder's Document No. 184090, which is the TRUE POINT OF BEGINNING;

Thence continuing along the North line of the Southwest quarter of Section 35 South 89°47'11" East, a distance of 691.89 feet;

Thence South 00°12'49" West, a distance of 25.00 feet to the beginning of a curve concave to the Southeast having a radius of 1341.00 feet, a radial bearing of South 14°58'24" East, and being subtended by a chord which bears South 44°41'46" West 1354.38 feet;

Thence Westerly, Southwesterly and Southerly along said curve, a distance of 1419.77 feet;

Thence South 89°59'24" West, a distance of 25.00 feet to the West line of the Southwest quarter of Section 35;

Thence North 00°00'36" West, a distance of 278.42 feet to the Southwest corner of aforementioned Scott property, being also the centerline of the North Side Canal Company Lateral W-9;

Thence along the Southern and Eastern meandered canal centerline and the Easterly line of the Scott property the following courses and distances:

North 49°32'35" East (record North 49°33'11" East, Document No. 184090), a distance of 47.98 feet;

Thence North 04°09'20" East (record North 04°09'56" East, Document No. 184090), a distance of 406.29 feet;

Thence North 38°54'52" East (record North 38°55'28" East, Document No. 184090), a distance of 154.12 feet;

Thence North 32°10'13" East (record North 32°10'49" East, Document No. 184090), a distance of 43.41 feet;

Thence North 40°03'37" East (record North 40°04'13" East, Document No. 184090), a measured distance of 155.35 feet (record 155.38 feet, Document No. 184090) to the POINT OF BEGINNING.

PARCEL NO. 41

TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 35: That part of the NE¼SE¼, described as follows:

Starting at the Southeast corner of Section 35;

Thence due North 1320 feet to THE TRUE POINT OF BEGINNING;

Thence North 90°00'00" West (due West) 1320 feet;

Thence North 00°00'00" East (due North) 660 feet;

Thence North 90°00'00" East (due East) 724 feet;

Thence North 00°00'00" East (due North) 147 feet;

Thence North 90°00'00" East (due East) 150 feet;

Thence North 00°00'00" East (due North) 176 feet;
Thence North 90°00'00" East (due East) 446 feet;
Thence South 00°00'00" East (due South) 983 feet, to **THE TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM the following described parcel of land;

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE¼SE¼, **THE TRUE POINT OF BEGINNING**;
Thence due North 208.71 feet;
Thence due West 208.71 feet;
Thence due South 208.71 feet;
Thence due East 208.71 feet to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 42

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: SE¼SE¼

EXCEPTING THEREFROM a portion of the SE¼SE¼ more particularly described as follows:

Commencing at the Southeast corner of said Section 35;
Thence 400 feet North to the **TRUE POINT OF BEGINNING**;
Thence West, 850 feet;
Thence South, 400 feet;
Thence East, 850 feet;
Thence North, 400 feet to the **TRUE POINT OF BEGINNING**

PARCEL NO. 43

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 35;
Thence North 1320 feet;
Thence North 90°00'00" West (due West) 1320 feet;
Thence North 0°00'00" East (due North) 660 feet to **THE TRUE POINT OF BEGINNING**;
Thence North 90°00'00" East (due East) 724 feet;
Thence North 0°00'00" East (due North) 147 feet;
Thence North 90°00'00" East (due East) 150 feet;
Thence North 0°00'00" East (due North) 176 feet;
Thence North 90°00'00" West (due West) 50 feet;
Thence South 0°00'00" West (due South) 126 feet;
Thence North 90°00'00" West (due West) 100 feet;
Thence Southwesterly to **THE TRUE POINT OF BEGINNING**.

PARCEL NO. 44

**TOWNSHIP 7 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Section 35, due North 1320 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, **THE TRUE POINT OF BEGINNING;**

Thence due North 208.71 feet;

Thence due West 208.71 feet;

Thence due South 208.71 feet;

Thence due East 208.71 feet to **THE TRUE POINT OF BEGINNING.**

PARCEL NO. 45

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Part of the NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest Corner of said NW $\frac{1}{4}$;

Thence East to the center of said Section 2;

Thence North along the half Section line 1236.50 feet to the South line of the Idaho Southern railroad right of way;

Thence Northwesterly along the South line of said right of way to the West line of said NW $\frac{1}{4}$;

Thence South along the West line thereof 1986 feet to **THE POINT OF BEGINNING.**

Section 2: That part of Lots 3 and 4 lying North of the South boundary of the abandoned Idaho Southern Railroad Grade.

EXCEPTING THEREFROM the East half of the Northeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 8 South, Range 15 East Boise Meridian, Gooding County, Idaho.

PARCEL NO. 46

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM a tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 0°17'32" West a distance of 869.24 feet along the Easterly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 37°30'18" West a distance of 1017.03 feet;

Thence North 0°47'39" East a distance of 64.42 feet to a point on the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89°49'00" East a distance of 622.74 feet along the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to **THE TRUE POINT OF BEGINNING.**

PARCEL NO. 47

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 2: Lot 1; Lot 2; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;

All that portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the North line of the right of way of the Oregon Short Line Railroad Company.

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying on the Northeasterly side of the Union Pacific Railroad right of way, **EXCEPTING THEREFROM** that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes contained in Warranty Deed dated March 30, 1972, as Instrument Number 39879, recorded April 7, 1972, Gooding County records.

All of that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northeasterly of the 100.00 foot right of way The Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and being more particularly described as follows:

Commencing at the Southeast corner of Section 2, Township 8 South, Range 15 East Boise Meridian;
Thence North 89°23'01" West along the South line of said Section 2, a distance of 1,327.62 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2;
Thence North 0°09' East along the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 678.02 feet to a point in the Northeasterly right of way line of the Union Pacific Railroad, North Side Branch (Oregon Short Line Railroad) and bears North 23°05'59" East - 203.00 feet from Station 1753+99.14 of Interstate 80N, Project No. I-80N-3(22)159 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being the **REAL POINT OF BEGINNING**;
Thence Northwesterly along said Northeasterly Railroad right of way line 1,669.14 feet to a point in the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2;
Thence Easterly along said North line and the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1525.00 feet, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°19' West along the East line of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 642.00 feet, more or less, to the **REAL POINT OF BEGINNING**.

PARCEL NO. 48

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 1 and all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, North of the Railroad right of way, and that part of Lot 3 lying South of the S-2 Coulee of the North Side Canal Company system as same was located on December 20, 1958.

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the Union Pacific Railroad Right of Way.

PARCEL NO. 49

**TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 3: Lot 2, **EXCEPTING THEREFROM** a parcel of land described as follows;

Beginning at the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 89°49'00" East a distance of 245.71 feet along the Northerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 0°24'41" West a distance of 354.91 feet;
Thence North 89°39'29" West a distance of 245.71 feet to a point on the Westerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 0°24'41" East a distance of 354.23 feet to the **TRUE POINT OF BEGINNING**.

TRACT V

Parcel No. 50:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 51:

INTENTIONALLY OMITTED (Purchased from Gerratt)

Parcel No. 52:

INTENTIONALLY OMITTED (Purchased from Gerratt)

TRACT VI

Parcel No. 53:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$; That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad; That part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ lying North of the Union Pacific Railroad **EXCEPT** that portion deeded to the State of Idaho, described as follows:

Commencing at the West quarter corner of Section 15;
Thence North 0°13'15" East along the West line of said Section 15, a distance of 1151.0 feet, more or less, to a point in the Northeasterly right-of-way line of the Union Pacific Railroad, North Side Branch and being **THE REAL POINT OF BEGINNING**;
Thence Southeasterly along said Northeasterly railroad right-of-way line 171.0 feet, more or less, to a point that bears South 86°51'45" East, 100.0 feet from Station 52-16.19 of the County Road Survey of Grade Separation No. 3 as shown on the plans of said interstate 80N, Project No. I-80N-3(22)159, Highway Survey;
Thence North 3°08'15" East, 279.98 feet to a point that bears South 89°34'19" East, 102.91 feet from Station 55-00 of said County Road Survey;
Thence North 8°06'42" West, 362.22 feet to a point that bears North 83°35'15" East, 70.00 feet from station 58-42.03 of said County Road Survey;
Thence North 11°12'17" West, 359.10 feet to a point that bears North 83°35'15" East, 40.00 feet from Station 61-99.88 of said County Road Survey;
Thence North 5°42'43" West, 328.06 feet to a point that bears South 89°46'45" East from Station 65-31.55 of said County Road Survey;
Thence North 89°46'45" West, 25.00 feet to a point in the West line of said Section 15 coincident with Station 65-31.55 of said County Road Survey;

Thence South 0°13'15" West along said West line 1,283.85 feet to **THE REAL POINT OF BEGINNING**.

FURTHER EXCEPTING THEREFROM that part of the NE¼NW¼ described as follows:

Beginning at the North quarter corner for Section 15, marked with a ½" steel pin and survey cap, **THE TRUE POINT OF BEGINNING**;

Thence North 89°35'12" West 443.07 feet along the Northerly boundary of Section 15;

Thence South 0°08'24" East 246.48 feet;

Thence 84.16 feet along the arc of a curve left having a radius of 1304.61 feet and a chord of South 50°05'41" East 84.14 feet;

Thence South 89°35'12" East 378.65 feet to the Easterly boundary of NE¼NW¼;

Thence North 0°08'24" West 300.00 feet along the Easterly boundary of NE¼NW¼ to **THE TRUE POINT OF BEGINNING**.

Parcel No. 54:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: N½SW¼ and all that portion of the NW¼ lying South and West of Interstate I-84N (formerly I-80N).

Parcel No. 55:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: A parcel of land located in the NE¼, described as follows:

Commencing at the West quarter corner of said Section 16;

Thence South 89°27'03" East along the South boundary of the NW¼ of Section 16 for a distance of 2639.92 feet to the center quarter corner of Section 16 and being **THE TRUE POINT OF BEGINNING**;

Thence North 0°14'45" East along the West boundary of the NE¼ of Section 16 for a distance of 1279.89 feet to a point on the South right of way line of Interstate Highway I-84;

Thence South 78°52'36" East along the South right of way line of Interstate Highway I-84 for a distance of 732.14 feet;

Thence South 0°14'45" West parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.54 feet to a point on the South boundary of the NE¼ of Section 16;

Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 719.00 feet to **THE TRUE POINT OF BEGINNING**.

Parcel No. 56:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: A parcel of land located in the S½NE¼ described as follows:

Commencing at the East one quarter corner of said Section 16, from which the Northeast corner of said Section 16 bears North 00°13'16" East 2643.50 feet;
Thence North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 1252.10 feet to a point in the center of an irrigation lateral and being **THE TRUE POINT OF BEGINNING**;
Thence continuing North 89°27'03" West along the South boundary of the NE¼ of Section 16 for a distance of 668.41 feet;
Thence North 00°14'44" East parallel with the West boundary of the NE¼ of Section 16 for a distance of 1145.53 feet to a point on the Southerly right of way boundary of Interstate Highway I84N;
Thence South 78°52'36" East along the Southerly right of way boundary of Interstate Highway I84N for a distance of 1284.01 feet to a point in the center of an irrigation lateral;
Thence along the centerline of the irrigation lateral on the following courses:
South 09°27'26" West 83.69 feet to the point of curve of a curve right;
Southwesterly along the arc of the curve right for a distance of 106.41 feet to the point of tangent, said arc having a radius of 98.0 feet and a long chord bearing and distance of South 40°33'44" West, 101.25 feet;
South 71°40'02" West 180.99 feet to the point of curve of a curve left;
Southwesterly along the arc of the curve left for a distance of 114.91 feet to the point of tangent, said arc having a radius of 282.20 feet and a long chord bearing and distance of South 60°00'09" West 114.11 feet;
South 48°20'15" West 48.61 feet;
South 11°13'58" West 52.68 feet;
South 43°48'20" East 73.78 feet to the point of curve of a curve right;
Southerly along the arc of the curve right for a distance of 118.26 feet to the point of a reverse curve left, said arc having a radius of 73.0 feet and a long chord bearing and distance of South 02°36'18" West 105.75 feet;
Southwesterly along the arc of the curve left for a distance of 174.51 feet to the point of tangent, said arc having a radius of 285.02 feet and a long chord bearing and distance of South 31°28'30" West 171.80 feet;
South 13°56'03" West 50.89 feet;
South 08°36'58" West 71.47 feet to the point of curve of a curve right;
Southwesterly along the arc of the curve right for a distance of 34.88 feet to the point of tangent, said arc having a radius of 43.0 feet and a long chord bearing and distance of South 31°51'12" West 33.93 feet;
South 55°05'26" West 69.65 feet;
South 47°52'56" West 78.47 feet to **THE TRUE POINT OF BEGINNING**.

Parcel No. 57:

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 16: S½SW¼, NW¼SE¼; That part of the S½SE¼ lying West of the S-14 ditch of the North Side Canal Co.

EXCEPT that part of the SW¼SW¼, described as follows:

Beginning at the Southwest corner of Section 16;
Thence North 0°01'06" West, 33.00 feet along the Westerly boundary of said Section to **THE TRUE POINT OF BEGINNING**;
Thence South 89°43' East, 490.58 feet along a highway right of way;
Thence North 26°50'37" West, 171.72 feet;
Thence North 44°14'51" West, 120.47 feet;

Thence South 87°57'54" West, 89.03 feet;
Thence South 72°09'44" West, 162.32 feet;
Thence South 62°30'11" West, 68.24 feet;
Thence North 88°06'40" West, 25.00 feet to the Westerly boundary of Section 16;
Thence South 0°01'06" East, 153.52 feet along the Westerly boundary of Section 16 to THE TRUE POINT OF BEGINNING.

Parcel No. 58:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the NE¼, described as follows:

Beginning at the Southeast corner of Section 17;
Thence North 0°03' West, 2640.00 feet along the Easterly boundary of Section 17 to the East quarter corner of Section 17, THE TRUE POINT OF BEGINNING;
Thence North 0°03' West, 1326.15 feet along the Easterly boundary of Section 17 to the Northeast corner of the SE¼NE¼;
Thence North 0°03' West, 385.94 feet along the Easterly boundary of Section 17 to the Southeast corner of that certain parcel of land deeded to the State of Idaho by Vernon L. Miller and Lila Fern Miller, husband and wife, dated April 7, 1971, recorded June 11, 1971 in Book 182 Page 2264 as Instrument Number 189675, Jerome County records;
Thence Northwesterly along the boundary of said parcel the following courses and distances;
Thence South 89°57' West, 25.00 feet;
Thence North 57°23'18" West, 85.28 feet;
Thence North 27°27'34" West, 60.00 feet;
Thence North 18°30'11" East, 105.16 feet to a point in the Southerly boundary of Interstate Highway I-80N right of way, Idaho Department of Highways Project I-80N-3(22) 159, Section A;
Thence North 71°29'49" West, 572.69 feet along said Interstate right of way to a point on the Easterly bank of the Northside Canal Company "S" Coulee;
Thence South 19°38'32" West, 644.92 feet to a point on the Easterly bank of said coulee;
Thence South 58°46'54" West, 296.21 feet along the Easterly bank of said coulee to a point in the Northerly boundary of S½NE¼;
Thence North 89°42'24" West, 974.07 feet along the Northerly boundary of S½NE¼;
Thence South 0°04'14" East, 504.10 feet;
Thence North 86°20'17" West, 560.10 feet to a point in the Westerly boundary of the NE¼, Section 17 and the Westerly bank of the "S" Coulee;
Thence South 0°04'14" East, 852.34 feet along the Westerly boundary of the NE¼ to the center quarter corner of Section 17;
Thence South 89°38'59" East, 2637.23 feet along the Southerly boundary of the NE¼ to THE TRUE POINT OF BEGINNING.
EXCEPT the South 300 feet thereof.

Parcel No. 59:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NE¼NW¼;

Parcel No. 60:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: NW¼NW¼;

EXCEPTING THEREFROM that portion Deeded to the State of Idaho by Deed recorded February 26, 1969 in Book 182 Page 1215 as Instrument Number 179834, Jerome County records.

Parcel No. 61:

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the SE¼, described as follows:

Commencing at the Northeast corner of the SE¼ of said Section 17;
Thence South 0°03'00" East, 660.00 feet along the Easterly boundary of said SE¼ to THE TRUE POINT OF BEGINNING;
Thence North 89°39'17" West, 2637.00 feet to the Westerly boundary of said SE¼;
Thence South 0°04'14" East, 660.23 feet along said Westerly boundary to the Southwest corner of the S½N½SE¼;
Thence South 89°39'33" East, 1318.38 feet along the Southerly boundary of said S½N½SE¼ to the Northwest corner of said SE¼SE¼;
Thence South 0°03'37" East, 448.54 feet along the Westerly boundary of said SE¼SE¼ to the center of an irrigation canal;
Thence along the center of said irrigation canal the following courses and distances:
Thence North 55°05'19" East, 43.75 feet;
Thence North 75°47'27" East, 110.63 feet;
Thence North 60°28'17" East, 119.71 feet;
Thence South 62°41'23" East, 135.65 feet;
Thence North 68°05'17" East, 92.00 feet;
Thence South 82°54'07" East, 72.22 feet;
Thence North 64°32'42" East, 122.43 feet;
Thence South 83°28'24" East, 200.01 feet;
Thence South 71°05'53" East, 219.31 feet;
Thence South 56°42'15" East, 108.34 feet;
Thence South 33°36'27" East, 53.65 feet;
Thence South 59°50'56" East, 105.52 feet;
Thence South 39°40'46" East, 102.40 feet to the Easterly boundary of said SE¼SE¼;
Thence North 0°03'00" West, 1303.45 feet along said Easterly boundary to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: That part of the N½N½SE¼, described as follows:

Beginning at the Northeast corner of the SE¼ of said Section 17, which point shall be known as **THE TRUE POINT OF BEGINNING**;

Thence South 0°03'00" East along the East boundary of said SE¼, 412.19 feet;

Thence North 89°39'17" West, 2637.08 feet to a point on the West boundary of said SE¼;

Thence North 0°04'14" West along the West boundary of said SE¼, 412.42 feet to the Northwest corner of the SE¼;

Thence South 89°38'59" East along the North boundary of said SE¼, 2637.23 feet to **THE TRUE POINT OF BEGINNING**.

**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 17: That part of the N½N½SE¼, described as follows:

Commencing at the Northeast corner of the SE¼ of said Section 17;

Thence South 0°03'00" East, 412.19 feet along the Easterly boundary of said SE¼ to **THE TRUE POINT OF BEGINNING**;

Thence North 89°39'17" West, 2637.08 feet to the Westerly boundary of said SE¼;

Thence South 0°04'14" East, 247.81 feet along the Westerly boundary of said SE¼ to the Southwest corner of the N½N½SE¼;

Thence South 89°39'17" East, 2637.00 feet along the Southerly boundary of said N½N½SE¼ to a point on the Easterly boundary of said SE¼;

Thence North 0°03'00" West, 247.81 feet along the Easterly boundary of said SE¼ to **THE TRUE POINT OF BEGINNING**.

Parcel No. 62:

**TOWNSHIP 8 SOUTH RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: That part of SE¼NE¼, and that part of the SW¼NE¼ more particularly described as follows:

Commencing at the East Quarter corner of Section 20 which is **THE TRUE POINT OF BEGINNING**;

Thence South 89°47'40" West, 2636.38 feet to a point which is the Center of said Section 20;

Thence Northeasterly 4285.17 feet along a 1320.00 foot Radius Arc to the right; Tangent 25, 180.23, Delta 186°00'06", with a Chord length of 2636.38 feet and a Chord Bearing of North 89°47'40: East to **THE TRUE POINT OF BEGINNING**.

Parcel No. 63:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 20: E½NE¼SW¼;

TRACT VII

Parcel No. 64:

**TOWNSHIP 7 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 34: A parcel of land in the SW¼NW¼, described as follows:

Beginning at the West ¼ corner of Section 34, Township 7 South, Range 18 East Boise Meridian, marked by a 3 inch Bureau of Land Management brass cap monument stamped 1960;

Thence North 00°14'38" East, along the West line of said Section 34, (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 1115.68 feet to a point on Non-Tangency of a curve with a radius of 1330.00 feet whose center bears North 81°36'05" East;

Thence following said curve in a counter clockwise direction through a central angle of 52°52'16" with and arc length of 1227.29 feet, (the chord of said curve bears South 34°50'03" East a distance of 1184.21 feet;

Thence South 00°21'24" West a distance of 147.90 feet to a point on the Latitudinal centerline of said Section 34;

Thence North 89°38'36" West along the Latitudinal centerline of said Section 34, a distance of 680.26 feet to **THE POINT OF BEGINNING.**

EXCEPT the Southerly 150.00 feet of the Westerly 550 feet of the SW¼NW¼, Section 34, Township 7 South, Range 18 East, Boise Meridian;

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

A Parcel of land located in the SW¼ of Section 5 and the SE¼ of Section 6, described as follows:

Commencing at the Southwest corner of Section 5, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped nowak LS 8077, see corner perpetuation Inst. No. 2004343;

Thence North 00°09'21" East along the West line of said Section 5 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 1272.63 feet;

Thence North 89°50'39" West a distance of 4.29 feet to a point of non-tangency of a 50.00 foot radius curve whose center bears South 49°01'54" West being a point in the centerline of a county road, also being **THE POINT OF BEGINNING;**

Thence following said curve in a counter clockwise direction, along said county road centerline, through a central angle of 48°26'09" with and arc length of 42.27 feet (the chord of said curve bears North 65°11'11" West a distance of 41.02 feet);

Thence North 89°24'15" West along said county road centerline, a distance of 332.71 feet;

Thence North 01°18'40" East a distance of 291.27 feet to a point on the centerline of a canal lateral;

Thence North 66°36'45" East along said centerline of canal lateral a distance of 227.67 feet to a point of tangency of a 175.00 foot radius curve whose center bears South 23°23'15" East;

Thence following said curve in a clockwise direction along said centerline of canal lateral through a central angle of 37°15'45" with an arc length of 113.81 feet (the chord of said curve bears North 85°14'38" East a distance of 111.82 feet);

Thence South 00°53'03" West a distance of 62.73 feet;

Thence South 70°35'58" East a distance of 140.18 feet;

Thence South 78°32'23" East a distance of 173.70 feet;

Thence South 22°19'16" West a distance of 173.38 feet;

Thence South 60°53'38" West a distance of 220.64 feet to **THE POINT OF BEGINNING.**

**TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 4: A parcel of land located in the Southwest ¼, described as follows:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4, (Basis of bearing per central meridian of central zone of Idaho State Plane Coordinate System) , a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4, being **THE POINT OF BEGINNING**;
Thence North 00°01'43" East along the 1/64 line a distance of 2642.24 feet to the center West-West 1/64;
Thence South 89°31'42" East along the latitudinal centerline of said Section 4, a distance of 849.35 feet;
Thence South 00°03'38" West a distance of 219.77 feet to a point of Non-Tangency of a 1300.00 foot radius curve whose center bears South 31°55'27" East;
Thence following said curve in a counter clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet, (the chord of said curve bears South 05°18'08" West a distance of 2070.25 feet);
Thence South 00°03'38" West a distance of 359.92 feet to the West 1/16 corner on the South line of said Section 4;
Thence North 89°29'34" West along the South line of said Section 4 a distance of 658.74 feet to **THE POINT OF BEGINNING**.
Subject to the (3) following access easements for ingress and egress all being 35 feet wide across said described parcel of land:

The North 35 feet of said parcel of land being parallel to the Latitudinal centerline of said Section 4, Township 8 South , Range 18 East Boise Meridian, Jerome County, Idaho.

The South 35 feet of said parcel of land being parallel to the South line of said Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho.

A 35 foot wide easement for ingress and egress , the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4;
Thence North 00°01'43" East along the 1/64 line a distance of 1540.29 feet, being **THE POINT OF BEGINNING**;
Thence South 73°02'17" East a distance of 257.32 feet to **THE POINT OF TERMINUS**.
The Sidelines of said Easements will lengthen or shorten to the East and West boundary line of said parcel of land.

TRACT VIII

Parcel No. 65:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 19: NE¼ of the NW¼, Lot 1 and NW¼ of the NE¼ AND

The West 335 feet of SW¼ of the NE¼

EXCEPT a tract conveyed to Appleton Highway District in deed recorded January 23, 1917 in Book 7 Deeds Page 151, described as follows:

Beginning at a point on the Section line 100 feet East of the North Quarter corner of Section 19, Thence South 25 feet to station one;

Thence East 75 feet to station two;

Thence South 45° West 219.2 feet to Station three;

Thence North 75 feet to Station four;

Thence North 45 degrees East 113.1 feet to station one, stations 3 and 4 are 20 feet East of the Half Section line.

AND EXCEPT the following described tract:

Beginning at the Northwest corner of said Section 19;

Thence South 89°51' East along the North boundary of Lot 1 and NE¼NW¼ for a distance of 1138.9 feet;

Thence South 0°07' West for a distance of 505.0 feet;

Thence South 17°52' West for a distance of 149.4 feet to the center line of "S" Coulee of the North Side Canal Co., as presently constructed;

Thence following said Coulee centerline the following distances and courses:

Thence North 84°32' West, 112.3 feet;

Thence South 52°35' West, 216.9 feet;

Thence South 36°09' West, 261.3 feet;

Thence South 67°06' West, 77.5 feet;

Thence South 83°51' West, 359.3 feet;

Thence North 67°32' West, 93.4 feet;

Thence North 52°01' West for a distance of 174.5 feet to the West line of Lot 1, Section 19;

Thence North along said West line for a distance of 907.2 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the North 20 feet of the West 335 feet of the SW¼NE¼.

TRACT B TWIN FALLS COUNTY

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 3: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

That part of the N½ lying North of the Northerly boundary of the right-of-way of the Union Pacific Railroad Company crossing said Section 3, said Northerly boundary of said right-of-way being 50 feet North of a line described as follows:

Beginning on the East boundary line of said Section 3 at a point 1686.3 feet South of the Northeast corner;

Thence North 69°53' West for 2611.0 feet to the point of a one degree curve to the left;

Thence following said curve for 1366.7 feet;

Thence North 83°33' West for 1516.2 feet, more or less, to a point on the West boundary of said Section 3, which line is 303.9 feet South of the Northwest corner of said Section 3.

Tract No. 2:

Commencing at the East ¼ corner of Section 3; Thence North 00°00'07" East along the East boundary of the NE¼ for a distance of 40.69 feet, which point shall be the Point of Beginning;
Thence North 89°23'12" West for a distance of 264.66 feet;
Thence North 00°21'06" East for a distance of 349.46 feet;
Thence North 49°16'14" East for a distance of 87.67 feet to a point on the arc of a curve left;
Thence Northwesterly along the arc of the curve left for a distance of 682.16 feet to a point on the South right-of-way boundary of U.S. Highway 30; said arc having a radius of 713.00 feet and a chord bearing and distance of North 16°19'48" West 656.44 feet;
Thence South 70°08'14" East along the South right-of-way boundary of U.S. Highway 30 for a distance of 404.74 feet to a point on the East boundary of the NE¼ of said Section 3;
Thence South 00°00'07" West along the East boundary of the NE¼ of said Section 3 for a distance of 901.93 feet to the Point of Beginning.

Tract No. 3:

Railroad right-of-way

Tract No. 4:

That portion deeded to the State of Idaho by Warranty Deed recorded March 21, 1968 as Instrument No. 586788, records of Twin Falls County, Idaho.

Exhibit B

Water Rights

Ground Water Rights:

Type	Water Right	No.	Owner	Nature of Use
WR		36	2524 BETTENCOURT, LUIS M	IRRIGATION
WR		36	BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	2666 L	IRRIGATION
WR		36	7054 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7103 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7116 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7260 BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7324 BETTENCOURT, LUIS M	IRRIGATION
WR		36	BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7345 L	COMMERCIAL, STOCKWATER
WR		36	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER
WR		36	7373 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7499 BETTENCOURT, LUIS M	IRRIGATION
WR		36	L & S LAND HOLDINGS LLC	IRRIGATION
WR		36	BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7591 L	IRRIGATION
WR		36	BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	7591 L	COMMERCIAL, STOCKWATER
WR		36	BETTENCOURT, LUIS M	IRRIGATION, MITIGATION
WR		36	7605 BETTENCOURT, LUIS M	IRRIGATION
WR		36	7608 BETTENCOURT, LUIS M	DOMESTIC, STOCKWATER
WR		36	7935 BETTENCOURT, LUIS M	COMMERCIAL, DOMESTIC, STOCKWATER
WR		36	BETTENCOURT, LUIS M; BETTENCOURT, SHARON	
WR		36	8062 L	IRRIGATION
WR		36	8081 BETTENCOURT, LUIS M	

WR	36	8135	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	8302	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8411	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	8739	BETTENCOURT, LUIS M		IRRIGATION
WR	36	8740	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10599	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10603	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10604	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10607	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10609	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10610	BETTENCOURT, LUIS M		STOCKWATER
WR	36	10611	BETTENCOURT, LUIS M		DOMESTIC
WR	36	10613	BETTENCOURT, LUIS M		DOMESTIC, STOCKWATER
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	10821	BETTENCOURT, LUIS M		IRRIGATION
WR	36	11111	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11112	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	11113	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC
WR	36	14288	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		DOMESTIC, STOCKWATER
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		IRRIGATION
WR	36	14595	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L		COMMERCIAL, STOCKWATER
WR	36	15161	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15174	BETTENCOURT, LUIS M		IRRIGATION
WR	36	15275	BETTENCOURT, LUIS M		DOMESTIC

WR	36	15354	BETTENCOURT, LUIS M	IRRIGATION
WR	36	15672	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15674	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15676	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	15679	BETTENCOURT, LUIS M	STOCKWATER
WR	36	16159	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16162	BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	COMMERCIAL, STOCKWATER
WR	36	16479	L & S LAND HOLDINGS LLC	IRRIGATION
WR	36	16480	BETTENCOURT, LUIS M	COMMERCIAL, STOCKWATER

Surface Water Irrigation Rights:

Twin Falls Canal Company	Stock Certificate		
	No.	Shares	Owner
	37468	332.41	L & S Land Holdings, LLC
	37469	112.7	L & S Land Holdings, LLC
	37464	110.7	L & S Land Holdings, LLC
	TOTAL	555.81	

Northside Canal Company	20092	130	Luis M. Bettencourt
	20571	308.44	Luis M. Bettencourt
	21474A	198.48	Luis M. Bettencourt
	21474B	279.88	Luis M. Bettencourt
	21510	80	Luis M. Bettencourt
	22190	45	Luis M. Bettencourt
	22304	40	Luis M. Bettencourt

22353	210	Luis M. Bettencourt
22759	100	Luis M. Bettencourt
23128	77.56	Luis M. Bettencourt
23594	80	Luis M. Bettencourt
24138	10	Luis and Sharon Bettencourt
24159	80	Luis M. Bettencourt
24221	104	Luis M. Bettencourt
24222	105.46	Luis M. Bettencourt
24318	133.2	Luis and Sharon Bettencourt
24320	109.125	Luis and Sharon Bettencourt
24392	295.46	Luis and Sharon Bettencourt
24393	405	Luis and Sharon Bettencourt
24491	10	Luis M. Bettencourt
24775	7	Luis and Sharon Bettencourt
24843	15	Luis and Sharon Bettencourt
24877	29.34	Luis M. Bettencourt
25030	80	Luis and Sharon Bettencourt
25045	50	Luis and Sharon Bettencourt
25494	100.43	Luis and Sharon Bettencourt
25513	167	Luis and Sharon Bettencourt
25703	40	Luis M. Bettencourt
25756	20	L & S Land Holdings, LLC
25771	80	Luis and Sharon Bettencourt
25784	3	Luis M. Bettencourt
TOTAL	3393.375	