

RECEIVED

OCT 31 2014

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water RightPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 13-22470K
Adjudication Claim No(s): _____
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

Lewiston State Bank
17 East Center
P.O. Box 32
Lewiston, UT 84320

4. Name of Water Right Owner/Claimant(s) Branch Creek Properties, LLC
5. Expiration Date of Notification Period 12-31-2034
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Lewiston State Bank
(and title if applicable) By: Vicki A. Thomson
Loan Processor

For Office Use Only

Received by <u>JB</u>	Date <u>10/31/2014</u>	Fee <u>\$25.-</u>
Received by <u>JB</u>	Date <u>10/31/2014</u>	Receipt No. <u>E040373</u>
Processed by <u>AJ</u>	Date <u>11/21/2014</u>	WR <u>JB</u>

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/21/2014

WATER RIGHT NO. 13-2247

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRANCH CREEK PROPERTIES LLC 9479 N TREASURETON RD PRESTON, ID 83263 (208)313-2524
Original Owner	BEN B JOHNSON 136 N 1ST W PRESTON, ID 83263

Priority Date: 09/07/1961

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	1.73 CFS	741 AFA
Total Diversion			1.73 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENW	Sec. 09	Township 14S	Range 39E	FRANKLIN County
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Licensed Diversion Capacity: 1.73

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
14S	39E	4		SESW	3									
				NENE	20		NWNE	30		SWNE	2			
				NENW	25		NWNW	4		SWNW	7		SESW	32
				NESW	3									
		10		SWNE	6									
				SWNW	10		SESW	20						
				NWNW	31		SWNW	36		SESW	27			
		5		NESW	38		NWSW	40		SWSW	38		SESW	31
				NWSE	34		SWSE	27						
				NENE	38		SENE	18						

Total Acres: 520

Dates:

Licensed Date: 06/19/1973

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

262747 1-13

Recorded at the request of
Northern Title Co.
Time 10:22 Amount \$ 46.00

OCT 20 2014

SHAUNA T. GEDDES, RECORDER
By Ruth Pauling Deputy
Franklin County, Idaho**WHEN RECORDED MAIL TO:**Lewiston State Bank
MAIN OFFICE
17 East Center
PO Box 32
Lewiston, UT 84320**SEND TAX NOTICES TO:**BRANCH CREEK PROPERTIES, LLC
9479 N TREASURETON RD
PRESTON, ID 83263

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NTF-68978



#####074510172014

MORTGAGE

THIS MORTGAGE dated October 17, 2014, is made and executed between **BRANCH CREEK PROPERTIES, LLC**, whose address is 9479 N TREASURETON RD, PRESTON, ID 83263 (referred to below as "Grantor") and Lewiston State Bank, whose address is 17 East Center, PO Box 32, Lewiston, UT 84320 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **FRANKLIN County, State of Idaho**:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH ALL WATER RIGHTS, INCLUDING BUT NOT NECESSARILY LIMITED TO THAT CERTAIN:

IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 13-2247, 1.73 CFS

IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 13-934, .04 CFS

IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 13-935, .08 CFS

IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 13-7605, .04 CFS

The Real Property or its address is commonly known as **UNKNOWN/FARM LAND C/O 9479 N TREASURETON RD, PRESTON, ID 83263**. The Real Property tax identification number is 00945.00; 00946.00; 00950.00; 01019.00; 01026.00; 01030.00; 00937.00; 01059.00; 01023.00; 01021.00; 00737.00; 00738.00; 00792.00; 00793.00; 00426.00; 00427.00; 00432.00; 00462.00; 00538.00; 00547.00; 00604.00.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

**MORTGAGE
(Continued)**

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds

in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without

**MORTGAGE
(Continued)**

limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear

interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Utah.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means LAZY Y7 RANCH, LLC; and BRANCH CREEK PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means BRANCH CREEK PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Lewiston State Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 17, 2014, in the original principal amount of \$2,303,592.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BRANCH CREEK PROPERTIES, LLC

By:


BRAD P. SHUMWAY, Member of BRANCH CREEK
PROPERTIES, LLC

By:


JANICE S. SHUMWAY, Member of BRANCH CREEK
PROPERTIES, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

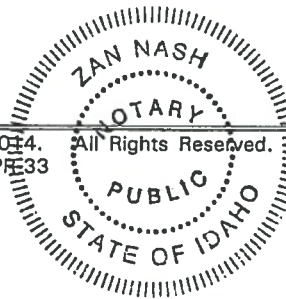
STATE OF Idaho)
) SS
COUNTY OF Franklin)

On this 17th day of October, in the year 20 14, before me ZAN NASH, a notary public in and for the State of Idaho, personally appeared BRAD P SHUMWAY, Member of BRANCH CREEK PROPERTIES, LLC and JANICE S SHUMWAY, Member of BRANCH CREEK PROPERTIES, LLC, known or identified to me (or proved to me on the oath of _____), to be members or designated agents in the limited liability company of BRANCH CREEK PROPERTIES, LLC, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

ZAN NASH
Notary Public for Idaho

Residing at Preston, Id

My commission expires February 10, 2020



"EXHIBIT A"

PARCEL 1:

Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho:

Section 4: Lots One (1) and Two (2), and the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, the Southwest Quarter, the West Half of the Southeast Quarter.

Also, Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter, running thence East 1139 feet; thence Southwesterly following along the center and bottom of said hollow to a point on the Twin Lakes Canal Bank, which point is approximately 1778 feet South of the point of beginning, thence North 1778 feet more or less, to the point of beginning.

Section 5: The South Half of the Northeast Quarter

Section 9: Commencing at a point 106 rods North of the Southwest corner of the Northwest Quarter of said Section 9; running thence Southeasterly 58 rods, thence Southeasterly 84 rods to the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 9, thence East 80 rods; thence North 160 rods; thence West 160 rods; thence South 54 rods to the place of beginning.

Also, the North 30 acres of the Northeast Quarter of the Southwest Quarter of Section 9.

Also, Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 9, and running thence South 109 rods, 6 inches thence Northeasterly following the County Road to a point 84 rods, 9 feet South and 22 rods East of the point of beginning, thence East 69 rods, 6.5 feet; thence Northeasterly following County road 18 rods, more or less, to the West line of the land sold to Joseph Lund; thence Northeasterly following the West line of the land of Joseph Lund 83 rods; 10 feet, more or less, to a point 128 rods 3.5 feet due East of the place of beginning; thence West 128 rods; 3.5 feet to the place of beginning.

Also; beginning at a point 109 rods, 6 inches South from the Northwest corner of the Northeast Quarter of Said Section 9, thence running Northeasterly and Easterly along the South side of the County road to its intersection with subdivision quarter section line, the said point of intersection being on the East line of the Southwest Quarter of the Northeast Quarter of said Section 9; thence due South to the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 9; thence West 80 rods; thence North 130 rods, 16 feet, more or less to the place of beginning.

Also; the Northeast Quarter of the Southeast Quarter of Section 9.

Also Including Commencing at a point 84 rods 9 feet South and 80 rods East of the Northwest corner of the Northeast Quarter of Section 9, thence running East 11 rods, 6.5 feet; thence Northeast following the County Road 18 rods, more or less, thence Southeasterly 12 rods; thence East 10 rods; thence Northeasterly 18 rods; thence East 12 rods to a point 71 rods South of the Northeast corner of the Northeast Quarter of Section 9, thence South 89 rods, thence West 80 rods; thence North 75 rods, 7.5 feet to the place of beginning.

Excepting Therefrom:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 9, thence running East 179.6 rods; thence Northwesterly 60 rods to a point 27 rods North of a line running due East and West from the place of beginning; thence Southwesterly 129 rods to beginning.

Excepting Therefrom:

Commencing 149 rods North of the Southeast corner of Section 9, thence North 100 feet, more or less, to the center of Battle Creek; thence down the center line of said creek in a Westerly direction following the meanderings thereof, for a distance of 45 rods, more or less; thence South 12°36' East 236 feet, more or less, to a point in the high water line of an irrigation reservoir, thence following the said high water line of said reservoir in a general Southeasterly direction to the East line of said Section 9; thence North to the place of beginning.

Excepting Therefrom: (WD 23684 Reservoir)

Beginning at a point which is South 43°15' West 1310 feet from the Northeast corner of the Southeast Quarter of Section Nine (9) in Township 14 South, Range 39 East of the Boise Meridian, thence running North 68°39' East 209 feet; thence South 86°21' East 101 feet; thence South 64°05' East 243 feet; thence South 61°15' East 756 feet; thence South 54°05' East 714 feet; thence South 51°21' East 341 feet; thence South 35°28' East 298 feet; thence South 44°34' East 602 feet; thence South 66°29' East 131 feet; thence North 29°29' West 290 feet; thence North 10°29' West 653 feet; thence North 57°14' West 209 feet; thence North 60°16' West 593 feet; thence North 44°03' West 1139 feet; thence North 56°01' West 733 feet; thence South 78°14' West 635 feet; thence South 17°28' East 645 feet to the place of beginning.

Also Including:

Section 10: Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 10, thence running West 160 rods; thence South 91 rods; thence East 160 rods; thence North 91 rods to the place beginning.

PARCEL 2:

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho, thence South 12 rods and 15 feet, thence in a Southeasterly direction 66 rods and 10 feet To a point 27 rods and 5 1/2 feet South of a point 65 rods East of the point of beginning, thence in a Northeasterly direction 36 rods and 5 feet to a point 90 rods East of the point of beginning, thence West 90 rods to the point of beginning.

Also; the Southwest Quarter of the Southeast Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho.

Also; commencing a point 46 rods South of the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, thence running East 20 rods, thence in a Southeasterly direction 13 rods, thence in a Southwesterly direction to a point 34 rods South and 20 rods East of the place of beginning, thence West 20 rods, thence North 34 rods to the place of beginning.

Also; commencing at the Southeast corner of the Southwest Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, and running thence North 149 rods, thence West 160 rods, thence North 100 feet be it more or less, to a point in the center line of Battle Creek, thence down the center line of said Creek in a general Westerly direction following the meanderings thereof for a distance of 45 rods be it more or less, thence South 12°36' East 236 feet be it more or less, to a point in the high water line of an irrigation reservoir, thence following the said high water line of the said reservoir in a general Southeasterly direction to a point 123 rods West of the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 10, thence in a Southeasterly direction to a point 44 rods North and 77 rods and 11 feet West of the place of the beginning, thence in a Southeasterly direction to a point 48 rods West of the place of beginning, thence East 48 rods to the place of beginning.

Commencing at the Southwest corner of the Northeast Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho and running thence East 80 rods, thence North 142 rods, thence Southwesterly following the meanderings of the Oneida Irrigation District, now Twin Lakes Irrigation Company (Canal), on the South bank of said canal to a point 86 rods North and 28 1/2 rods East of the point of beginning, thence South 2 rods, thence West 28 1/2 rods, thence South 84 rods to the point of beginning.

The East Half of the Northeast Quarter, the North Half of the Southeast Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho.

Commencing at the Northwest corner of the Northwest Quarter of Section 11, Township 14 South, Range 39 East of the Boise Meridian, and running thence East 38 rods, thence South 2 rods, thence East 40 rods, thence South 75 rods, thence West 8 rods, thence South 3 rods, thence West 70 rods, thence North 80 rods to the place of beginning.

Also, commencing at the Northwest corner of the Northwest Quarter of Section 11, Township 14 South, Range 39 East of the Boise Meridian, and running thence North 8 rods, thence East 33 rods, thence South 8 rods, thence West 33 rods to the place of beginning.

Commencing at a point 1270 feet East of the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 14 South, Range 39 East of the Boise Meridian, thence running West 1270 feet, thence South 45 rods, thence East 20 rods, thence Southeasterly 13 rods, thence Southwesterly to a point 60 rods West of the Southeast corner of said Section 10, thence East 60 rods, thence following the meanderings of the Twin Lakes Canal Northeasterly, thence Bearing a little South, thence turning and bearing Northeasterly to the place of beginning.

PARCEL 3:

Township 14 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

Section 1: The West Half of the Southwest Quarter

Section 2: The Southeast Quarter of the Southeast Quarter

Section 11: The North Half of the Southeast Quarter

Section 11: The South Half of the Northeast Quarter

PARCEL 4:

Township 13 South, Range 39 East of the Boise Meridian, Franklin County, Idaho.

Section 24: S1/2, ALSO, Commencing at a point 110 rods West from the Southeast corner of the Northeast Quarter of Section 24, thence running West 30 rods; thence North 100 feet; thence in a Southeasterly direction to the POINT OF BEGINNING. (00426.00)

SUBJECT TO a right-of-way 40 feet wide upon the Northwest corner of the land above described; said right-of-way being further described as commencing on the North line of said Quarter Section, being circular in shape and extending along the base or bottom of a hill, and terminating the West Quarter Section Line.

Section 25: N1/2NE1/4; NE1/4NW1/4; W1/2NW1/4; NW1/4SW1/4 (00427.00)

EXCEPTING THEREFROM: Commencing at the Northeast corner of Section 25, thence running South 80 rods; thence West 700 feet; thence North 60 rods; thence Northeasterly 700 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM:

A parcel of land located in the Northeast quarter of Section 25, Township 13 South, Range 39 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner said Section 25, from which the Northeast corner of Section 24, Township 13 South, Range 39 East, Boise Meridian, bears North 00°50'16" West;

Thence North 00° 50' 16" West 4330.59 feet;

Thence West 2135.87 feet to a 5/8" rebar and cap labeled "A.L.S., PLS 9163", at the westerly right of way of Treasureton Road, the Point of Beginning.

Thence North 56° 00' 00" West 99.31 feet to a 5/8" rebar and cap at a fence line;

Thence along existing fences the following six (6) courses:

Thence North 66° 44' 00" West 88.86 feet to a 5/8" rebar and cap;

Thence North 75° 32' 00" West 118.00 feet to a 5/8" rebar and cap;

Thence North 36° 00' 00" West 19.50 feet to a 5/8" rebar and cap;

Thence North 02° 50' 30" West 133.00 feet to a 5/8" rebar and cap;

Thence North 69° 27' 00" East 78.50 feet to a 5/8" rebar and cap;

Thence North 66° 26' 00" East 145.00 feet to a 5/8" rebar and cap at the westerly right of way of said Treasureton Road;

Thence South 04° 09' 00" East 79.00 feet along said right of way to the beginning of a 625.00 foot radius curve concave to the northeast;

Thence southeasterly along said curve (right of way) through a central angle of 21° 36' 30" a distance of 235.71 feet to the point of tangency (chord = South 14° 57' 15" East 234.32 feet);

Thence South 25° 45' 30" East 54.49 feet along said right of way to the Point of Beginning. (00427.01) (HOUSE)

EXCEPTING THEREFROM:

A parcel of land located in the Northeast Quarter of Section 25, Township 13 South, Range 39 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the Southeast Corner of said Section 25, from which the Northeast Corner of Section 24, Township 13 South, Range 39 East, Boise Meridian, bears North 00°50'16" West;

Thence North 00°50'16" West 4467.19 feet;

Thence West 2134.11 feet to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" at the Easterly right of way line of Treasureton Road, the point of beginning.

Thence North 53°06'40" East 343.00 feet to a 5/8" rebar and cap;

Thence North 09°18'15" West 98.00 feet to a 5/8" rebar and cap;

Thence South 78°30'00" West 90.94 feet to a 5/8" rebar and cap;

Thence North 11°11'00" West 98.80 feet to a 5/8" rebar and cap;

Thence South 58°52'30" West 220.00 feet to a 5/8" rebar and cap at the Easterly right of way line of Treasureton Road;

Thence South 04°09'00" East 125.15 feet along said right of way line to the beginning of a 570.00 foot radius curve concave to the Northeast;

Thence Southeasterly along said curve (right of way line) through a central angle of 14°41'39" a distance of 146.18 feet to the point of beginning (chord = South 11°29'50" East 145.78 feet);

SUBJECT TO a twenty (20) foot wide ingress and egress easement being ten (10) feet on each side of the following described centerline:

Commencing at the Southeast Corner of said Section 25, from which the Northeast Corner of Section 24, Township 13 South, Range 39 East, Boise Meridian, Franklin County, Idaho bears North 00°50'16" West;

Thence North 25°17'46" West 5236.51 feet to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" said point being the Northwest Corner of the above described property and the point of beginning.

Thence North 55°22'10" East 225.4 feet.

SUBJECT TO and subject to an easement for the purpose of maintaining and repairing septic drainage field extending 150 feet Southeasterly from the following described line:

Commencing at the Southeast Corner of said Section 25, from which the Northeast Corner of Section 24, Township 13 South, Range 39 East, Boise Meridian, Franklin County, Idaho, bears North 00°50'16" West;

Thence North 00°50'16" West 4467.19 feet;

Thence West 2134.11 feet to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" at the Easterly right of way line of Treasureton Road, the point of beginning.

Thence North 53°06'40" East 343.00 feet to a 5/8" rebar and cap.

Section 26: E1/2NE1/4; NE1/4SE1/4 (00432.00)

Section 36: Commencing at the Northeast corner of said Section 36, thence West 600 feet; thence South 20 rods; thence West 16 rods; thence North 20 rods; thence West 465 feet; thence South 80 rods; thence east 80 rods; thence North 80 rods to the POINT OF BEGINNING.

ALSO INCLUDING. Commencing at a point 14 rods West of the Southeast corner of the Northeast Quarter of the NE1/4 thence West 15 rods, thence South 16 rods; thence Northeasterly 17 rods, more or less, to the place of beginning. (00462.00)

EXCEPTING THEREFROM: Commencing at the Southwest corner of the NE1/4NE1/4 of Section 36; and running thence east 2 rods to the east side of a private road; thence Northeasterly along the east side of said road to a point of intersection with the County Road; thence Northeasterly along the West side of County Road to a point which is 600 feet West 20 rods South of the Northeast corner of the NE1/4 of Section 36; thence West 16 rods; thence North 20 rods; thence West 456 feet; thence South 80 rods to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A parcel of land being a portion of the NE1/4 of Section 36, Township 13 South, Range 39 East of the Boise Meridian, Franklin County, Idaho, and being more particularly described as follows: Beginning at a point on the Westerly right-of-way line of Idaho Highway No. 34, said point being 70 left of centerline station 345+12.10 of said Highway 34, whence the Northeast corner of said Section 36 bears North 06°22'09" East 989.66 feet distant according the right-of-way drawings for said Highway 34, thence along said Westerly right-of-way line of Highway 34, 660.00 feet along the arc of a curve to the right, having a central angle of 01°19'24", a radius of 28,577.90 feet, and a chord which bears South 24°58'56" West 659.98 feet distant; thence along the Easterly right-of-way line of Treasureton Road, a County Road, for the following three courses: North 64°21'20" West a distance of 59.18 feet; North 11°07'00" West a distance of 84.00 feet; 325.60 feet along the arc of a curve to the left having a central angle of 14°00'00", a radius of 1332.53 feet, and a chord which bears North 18°07'00" West 324.79 feet; thence North 68°00'00" East along an existing fence line a distance of 484.56 feet to the POINT OF BEGINNING.

Township 13 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Section 19: Lots 3 and 4; E1/2SW1/4 (00547.00)

Section 31: Commencing at the Northwest corner of Lot 1, thence East 22 rods 12 feet; thence Southwesterly to a point 52 rods of the place of beginning; thence North 52 rods to the place of beginning. (00604.00)

Township 13 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Section 18: Beginning 36 1/2 rods West of the Northeast corner of Lot 3, said Section 18, and running thence West 43.5 rods, more or less to the Northwest corner of said Lot 3; thence South 80 rods; thence East 31.5 rods, more or less to a point in an existing fence line 48.5 rods of record West of the Southeast corner of said Lot 3; thence Northeasterly in the aforesaid fence line 80 rods, more or less to beginning. (00538.00)

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN LOT 3, SECTION 18, TOWNSHIP 13 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, FROM WHICH THE EAST QUARTER CORNER OF SECTION 18 BEARS SOUTH 88°26'45" EAST 5542.46 FEET; THENCE SOUTH 88°26'45" EAST 625.35 FEET ALONG THE NORTH BOUNDARY OF SAID LOT 3 TO A 5/8" REBAR AND CAP SET ON THE EASTERLY RIGHT OF WAY LINE OF TREASURETON ROAD, A COUNTY ROAD, THE TRUE POINT OF BEGINNING.

THENCE SOUTH 88°26'45" EAST 275.45 FEET ALONG THE NORTH BOUNDARY OF SAID LOT 3 TO A 5/8" REBAR AND CAP SET AT AN EXISTING FENCE LINE; THENCE SOUTH 14°40'32" WEST 251.48 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR AND CAP; THENCE NORTH 88°26'45" WEST 408.00 FEET TO A 5/8" REBAR AND CAP SET ON SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

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THENCE NORTH 26°01'31" EAST 53.40 FEET TO THE BEGINNING OF A 270.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°24'51" A DISTANCE OF 91.49 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 35°43'56" EAST 91.05 FEET); THENCE NORTH 45°26'22" EAST 167.87 FEET TO THE TRUE POINT OF BEGINNING. (00538.00)

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, LOCATED NORTH 00° 49' 14" WEST 2625.25 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88° 26' 45" EAST 29.18 FEET ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 18 TO THE NORTHEASTERLY RIGHT OF WAY OF A PRIVATE ROAD, MONUMENTED WITH A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163", BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 88° 26' 45" EAST 512.92 FEET ALONG THE NORTH BOUNDARY OF SAID NORTHWEST SOUTHWEST QUARTER TO THE NORTHWESTERLY RIGHT OF WAY OF THE TREASURETON ROAD, MONUMENTED WITH A 5/8" REBAR AND CAP; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY THE FOLLOWING (4) COURSES:

THENCE SOUTH 45° 26' 22" WEST 110.16 FEET ALONG SAID RIGHT OF WAY TO THE BEGINNING OF A 330.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 24' 51" A DISTANCE OF 111.82 FEET TO THE POINT OF TANGENCY (CHORD = SOUTH 35° 43' 56" WEST 111.28 FEET);

THENCE SOUTH 26° 01' 31" WEST 209.49 FEET TO THE BEGINNING OF A 730.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 15' 37" A DISTANCE OF 67.02 FEET (CHORD = SOUTH 23° 23' 42" WEST 67.00 FEET) TO A 5/8" REBAR SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF THE TREASURETON ROAD AND THE NORTHEASTERLY RIGHT OF WAY OF A PRIVATE ROAD, SAID POINT BEING ON A 75.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE CENTER BEARS NORTH 02° 37' 06" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, COINCIDENT WITH THE NORTHEASTERLY RIGHT OF WAY OF SAID PRIVATE ROAD, THROUGH A CENTRAL ANGLE OF 52° 14' 06" A DISTANCE OF 68.38 FEET (CHORD = NORTH 66° 30' 03" WEST 66.03 FEET) TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVE, COINCIDENT WITH SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 40° 09' 51" A DISTANCE OF 119.17 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 20° 18' 05" WEST 116.74 FEET); THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

THENCE NORTH 00° 13' 09" WEST 33.33 FEET TO THE BEGINNING OF A 140.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 12' 02" A DISTANCE OF 88.46 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 18° 19' 10" WEST 86.99 FEET);

THENCE NORTH 36° 25' 11" WEST 156.64 FEET TO THE BEGINNING OF A 225.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 34' 07" A DISTANCE OF 61.14 FEET (CHORD = NORTH 28° 38' 08" WEST 60.95 FEET) TO THE TRUE POINT OF BEGINNING. (00538.01)

*****EXCEPTING FROM THE ABOVE PARCEL 4 ALL
PARCELS LYING WEST OF TREASURETON ROAD AND
NORTH OF THE OXFORD-TREASURETON ROAD*****