Rev. 06/09

Pg 1 of 18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 78429

RECEIVED
FEB 08 2013
WATER RESOURCES
WESTERN REGION

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at http://www.idwr.idaho.gov/ .

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

☑ * Completed Application for Transfer of Water Right form, Part 1.

☑ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.

☑ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.

☐ ☑ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application

☑ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).

☑ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

☐ ☑ **#1** If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)

☑ ☐ **#2a** Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.

☐ ☑ **#2b** If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).

☐ ☑ **#3** Documentation of authority to make the change if the applicant is not the water right owner.

☐ ☑ **#4** Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)

☐ ☑ **#5** If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at http://www.idwr.idaho.gov/water/rights/ .

☑ ☐ **#6** Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)

☑ * **#7a** Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)

☑ ☐ **#7b** If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.

☐ ☑ **#8a** If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)

☐ ☑ **#8b** If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)

SUPPORT DATA

☐ ☑ **#9** Other. Please describe: Extent of irrigation beneficial use in 2011

IN FILE # 2-10238

AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 78429

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

1/24/14

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Desert Farms Real Estate, LLC

Name of Applicant(s) c/o Dale and/or Jackie Van Es Phone 208-896-5990

Mailing address 8222 Desert Dr., Marsing, ID 83639 Email dalevanes@aol.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☑ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Lori Graves, SPF Water Engineering Phone 208-383-4140

Mailing address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Email lgraves@spfwater.com

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☑ Send original correspondence to the applicant and copies to the representative.

☑ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

* _____ _____ _____
Signature of Applicant or Authorized Representative | Print Name and Title if applicable | Date

* _____ _____ _____
Signature of Applicant or Authorized Representative | Print Name and Title if applicable | Date

SUPPORT DATA
IN FILE # 2-10238

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☑ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2.** Reflect an integrated system and permissible place of use for irrigation flexibility.

* SIGNATURES OF MANAGERS DESERT FARMS REAL ESTATE LLC ON ORIGINAL (PG 2a), NEXT PAGE.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Dale and/or Jackie Van Es Phone 208-896-5990

Mailing address 8222 Desert Dr., Marsing, ID 83639 Email dalevanes@aol.com

☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.
☐ No Representative

Name of Representative Lori Graves, SPF Water Engineering Phone 208-383-4140

Mailing address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Email lgraves@spfwater.com

☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☑ Send original correspondence to the applicant and copies to the representative.

☑ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative — Dale van Es (Print Name and Title if applicable) — 12-20-12 (Date)

Signature of Applicant or Authorized Representative — Jackie van Es (Print Name and Title if applicable) — 12-20-12 (Date)

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☑ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2.** Reflect an integrated system system and permissible place of use for irrigation flexibility.

AMENDED

TRANSFER No. 78429

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WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. All or Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use			Source & Tributary
☑ ☐	57-2254	1.09/319.5	Irrigation	4/1	to	10/31	Ground Water
☑ ☐	2-10238	0.72/366.9	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑ ☐	2-10239	3.28/1680.6	Irrigation	315	to	11/15	Snake R., Colombia R.
☑ ☐	2-10240	0.48/246.0	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑ ☐	2-10241	2.21/1126.5	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑ ☐	2-10242	1.2/201.6	Irrigation	3/1	to	11/15	Snake R., Colombia R.
☑ ☐	2-10243	5.49/923.4	Irrigation	3/1	to	11/15	Snake R., Colombia R.
☐ ☐					to		
☐ ☐					to		

Total authorized under rights 14.47 cfs and/or 4,864.5 ac-ft

2. Total amount of water proposed to be transferred or changed 14.47 cubic feet per second and/or 4,864.5 acre-feet per annum.

3. Point(s) of Diversion:

☑ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	4W	16										22	32						54
		17													2	7	37	30	76
		20	33			11												21	65
		21		40	40		40	40	40	40	40	40	40	40		19	40		459
		28		40			40	40	40	40	40	40	40						320
		29	40	5	40	40									40	22		40	227

Total Acres (for irrigation use) *1028 w/i 1201

193 + 829 + 6 (gw acres not included in 193)

lg 1/24/14

Transfer No. 78429

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing pump station, well and pressurized irrigation system Applicant proposes 71 acres irrigation from groundwater and 956 acres irrigation from Snake River water within a 1,259 permissible place of use. See Part 3, C.1. for acre calculations

b. Who owns the property at the point(s) of diversion? Applicant owns the well site, State of Idaho owns the river site.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Easement agreement

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☑ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: Mortgage with Rabo Agrifinance, Inc.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes	No	
☑	☐	undergone a period of five or more consecutive years of non-use,
☐	☑	currently leased to the Water Supply Bank,
☐	☑	currently used in a mitigation plan limiting the use of water under the right, or
☐	☑	currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe: See attached cover letter and 2011 aerial photo

TRANSFER No. 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 57-2254

Current Owner: LESLIE LOUCKS
LAVADA C LOUCKS

Priority Date: 8/28/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	4/01 to 10/31	1.09 CFS	319.5 AF
	Total Diversion	1.09 CFS	319.5 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SE1/4SE1/4 Sec. 17, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S17	NESE	1.00	T02N R04W S17	NWSE	5.00
T02N R04W S17	SWSE	27.00	T02N R04W S17	SESE	21.00
T02N R04W S20	NENE	17.00			

Total Acres: 71

Conditions of Approval:

1. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Decreed Date: 1/22/2003

TRANSFER No. 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10238

Current Owner: LESLIE LOUCKS

Priority Date: 9/4/1974

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	0.72 CFS	366.9 AF
	Total Diversion	0.72 CFS	366.9 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S16	NWSW	25.00	T02N R04W S16	SWSW	38.00
T02N R04W S17	SWSE	38.00	T02N R04W S17	SESE	35.00
T02N R04W S20	NENE	17.00	T02N R04W S20	NWNE	40.00

Total Acres: 193

TRANSFER No. 78429

Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
2.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3.	01Q	After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
4.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
5.		Right 02-10238 is limited to the irrigation of 82 acres within the place of use described above in a single irrigation season. Right 02-10240 is limited to the irrigation of 55 acres within the place of use described above in a single irrigation season. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval. The total instantaneous diversion of water from all points of diversion under Transfer 5663 shall not exceed 6.69 cfs, nor total combined annual volume of 3420.0 af. Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.

Licensed Date: 11/12/1997

TRANSFER No. 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10239

Current Owner: DALE VAN ES
JACKIE VAN ES

Priority Date: 9/4/1974

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	3.28 CFS	1680.6 AF
	Total Diversion	3.28 CFS	1680.6 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S20	SENE	14.00	T02N R04W S20	SESE	14.00
T02N R04W S21	NWNE	32.00	T02N R04W S21	SWNE	24.00
T02N R04W S21	NENW	39.00	T02N R04W S21	NWNW	40.00
T02N R04W S21	SWNW	40.00	T02N R04W S21	SENW	39.00
T02N R04W S21	NESW	40.00	T02N R04W S21	NWSW	39.00
T02N R04W S21	SWSW	40.00	T02N R04W S21	SESW	40.00
T02N R04W S21	NWSE	29.00	T02N R04W S21	SWSE	37.00
T02N R04W S28	NWNE	40.00	T02N R04W S28	NENW	40.00
T02N R04W S28	NWNW	40.00	T02N R04W S28	SWNW	40.00
T02N R04W S28	SENW	40.00	T02N R04W S28	NESW	20.00
T02N R04W S28	NWSW	40.00	T02N R04W S28	SWSW	40.00
T02N R04W S29	NENE	40.00	T02N R04W S29	SWNE	35.00
T02N R04W S29	SENE	40.00			

Total Acres: 882

TRANSFER No. 78429

Conditions of Approval:

1.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
2.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3.	01Q	After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
4.		Right 02-10239 is limited to the irrigation of 373 acres within the place of use described above in a single irrigation season. Right 02-10241 is limited to the irrigation of 250 acres within the place of use described above in a single irrigation season. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval. The total instantaneous diversion of water from all points of diversion under Transfer 5663 shall not exceed 6.69 cfs, nor total combined annual volume of 3420.0 af. Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.
5.	T07	The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Licensed Date: 11/12/1997

TRANSFER No. 78129

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10240

Current Owner: LESLIE LOUCKS

Priority Date: 12/18/1974

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	0.48 CFS	246 AF
	Total Diversion	0.48 CFS	246 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S16	NWSW	25.00	T02N R04W S16	SWSW	38.00
T02N R04W S17	SWSE	38.00	T02N R04W S17	SESE	35.00
T02N R04W S20	NENE	17.00	T02N R04W S20	NWNE	40.00

Total Acres: 193

Conditions of Approval:

1. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. This right is limited to the irrigation of 55 acres within the place of use described above in a single irrigation season. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval. Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.
3. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Licensed Date: 11/12/1997

TRANSFER 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10241

Current Owner: DALE VAN ES
JACKIE VAN ES

Priority Date: 12/18/1974

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	2.21 CFS	1126.5 AF
	Total Diversion	2.21 CFS	1126.5 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S20	SENE	14.00	T02N R04W S20	SESE	14.00
T02N R04W S21	NWNE	32.00	T02N R04W S21	SWNE	24.00
T02N R04W S21	NENW	39.00	T02N R04W S21	NWNW	40.00
T02N R04W S21	SWNW	40.00	T02N R04W S21	SENW	39.00
T02N R04W S21	NESW	40.00	T02N R04W S21	NWSW	39.00
T02N R04W S21	SWSW	40.00	T02N R04W S21	SESW	40.00
T02N R04W S21	NWSE	29.00	T02N R04W S21	SWSE	37.00
T02N R04W S28	NWNE	40.00	T02N R04W S28	NENW	40.00
T02N R04W S28	NWNW	40.00	T02N R04W S28	SWNW	40.00
T02N R04W S28	SENW	40.00	T02N R04W S28	NESW	20.00
T02N R04W S28	NWSW	40.00	T02N R04W S28	SWSW	40.00
T02N R04W S29	NENE	40.00	T02N R04W S29	SWNE	35.00
T02N R04W S29	SENE	40.00			

Total Acres: 882

TRANSFER No. 78429

Conditions of Approval:

1.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3.		This right is limited to the irrigation of 250 acres within the place of use described above in a single irrigation season. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval. Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.
4.	T07	The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Licensed Date: 11/12/1997

TRANSFER No. 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10242

Current Owner: LESLIE LOUCKS

Priority Date: 7/7/1994

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/01 to 11/15	1.2 CFS	201.6 AF
	Total Diversion	1.2 CFS	201.6 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.

OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S16	NWSW	25.00	T02N R04W S16	SWSW	38.00
T02N R04W S17	SWSE	38.00	T02N R04W S17	SESE	35.00
T02N R04W S20	NENE	17.00	T02N R04W S20	NWNE	40.00

Total Acres: 193

Conditions of Approval:

1. 01M After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. Water shall not be diverted, under this right, when flows in the Snake River are below established minimum flow amounts at any of the following locations: Weiser, 4750 cfs; Johnson Bar, 5,000 cfs; Lime Point 13,000 cfs.
   Rights 02-10238, 02-10240, and 02-10242 when combined shall not exceed a total annual maximum diversion volume of 814.5 af at the field headgate and the irrigation of 181 acres in a single irrigation season.
   This right is limited to the irrigation of 181 acres within the place of use described above in a single irrigation season.
   Rights 02-10238, 02-10239, 02-10240, 02-10241 and 02-10243 are also diverted through the point(s) of diversion described above.
   Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.

Licensed Date: 11/16/2000

TRANSFER NO. 78429

TRANSFER No. 78429

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 2-10243

Current Owner: DALE VAN ES
JACKIE VAN ES

Priority Date: 7/7/1994

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/01 to 11/15	5.49 CFS	923.4 AF
	Total Diversion	5.49 CFS	923.4 AF

Location of Point(s) of Diversion

SNAKE RIVER L1(NW1/4NW1/4) Sec. 23, Twp 02N, Rge 04W B.M.
OWYHEE County

Place of Use

IRRIGATION Within OWYHEE County

T02N R04W S20	SENE	14.00	T02N R04W S20	SESE	14.00
T02N R04W S21	NWNE	32.00	T02N R04W S21	SWNE	24.00
T02N R04W S21	NENW	39.00	T02N R04W S21	NWNW	40.00
T02N R04W S21	SWNW	40.00	T02N R04W S21	SENW	39.00
T02N R04W S21	NESW	40.00	T02N R04W S21	NWSW	39.00
T02N R04W S21	SWSW	40.00	T02N R04W S21	SESW	40.00
T02N R04W S21	NWSE	29.00	T02N R04W S21	SWSE	37.00
T02N R04W S28	NWNE	40.00	T02N R04W S28	NENW	40.00
T02N R04W S28	NWNW	40.00	T02N R04W S28	SWNW	40.00
T02N R04W S28	SENW	40.00	T02N R04W S28	NESW	20.00
T02N R04W S28	NWSW	40.00	T02N R04W S28	SWSW	40.00
T02N R04W S29	NENE	40.00	T02N R04W S29	SWNE	35.00
T02N R04W S29	SENE	40.00			

Total Acres: 882

TRANSFER No. 78429

Conditions of Approval:

1.		Water shall not be diverted, under this right, when flows in the Snake River are below established minimum flow amounts at any of the following locations: Weiser, 4750 cfs; Johnson Bar, 5,000 cfs; Lime Point 13,000 cfs. Rights 02-10239, 02-10241, and 02-10243 when combined shall not exceed a total annual maximum diversion volume of 3730.5 af at the field headgate and the irrigation of 829 acres in a single irrigation season. This right is limited to the irrigation of 829 acres within the place of use described above in a single irrigation season. Rights 02-10238, 02-10239, 02-10240, 02-10241 and 02-10242 are also diverted through the point(s) of diversion described above. Four points of diversion are located within Gov. Lot 1 (NWNW), S23, T2N, R4W.
2.	01M	After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
3.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Licensed Date: 11/16/2000

Transfer No. 78429

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ http://www.idwr.idaho.gov/ , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ http://www.idwr.idaho.gov/ , Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number:_____

1. amount_____(cfs/ac-ft) for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____
amount_____ for _____purposes from _____ to _____

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres (for irrigation use) _____

TRANSFER No. 78429
AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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WATER RESOURCES
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

☑ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a.**

☑ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b.** If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a.**

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

☑ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b.**

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: Ground water right 57-2254 with a 1962 priority date was developed as the primary source for 71 acres irrigation. Later in priority Snake River water rights 2-10238, 2-10240 and 2-10242 authorize irrigation of 181 acres within a 193-acre ppu. This ppu includes 65 acres licensed under right 57-2254 (6 acres in the N1/2SE on right 57-2254 are outside the ppu). As a result, the 193-acre ppu consists of 12 acres (193 - 181) irrigated with only ground water, 53 acres (65 - 12) irrigated with primary ground water and supplemental Snake River water, and 128 acres (181 - 53) irrigated with only Snake River water.

lg 1/24/14

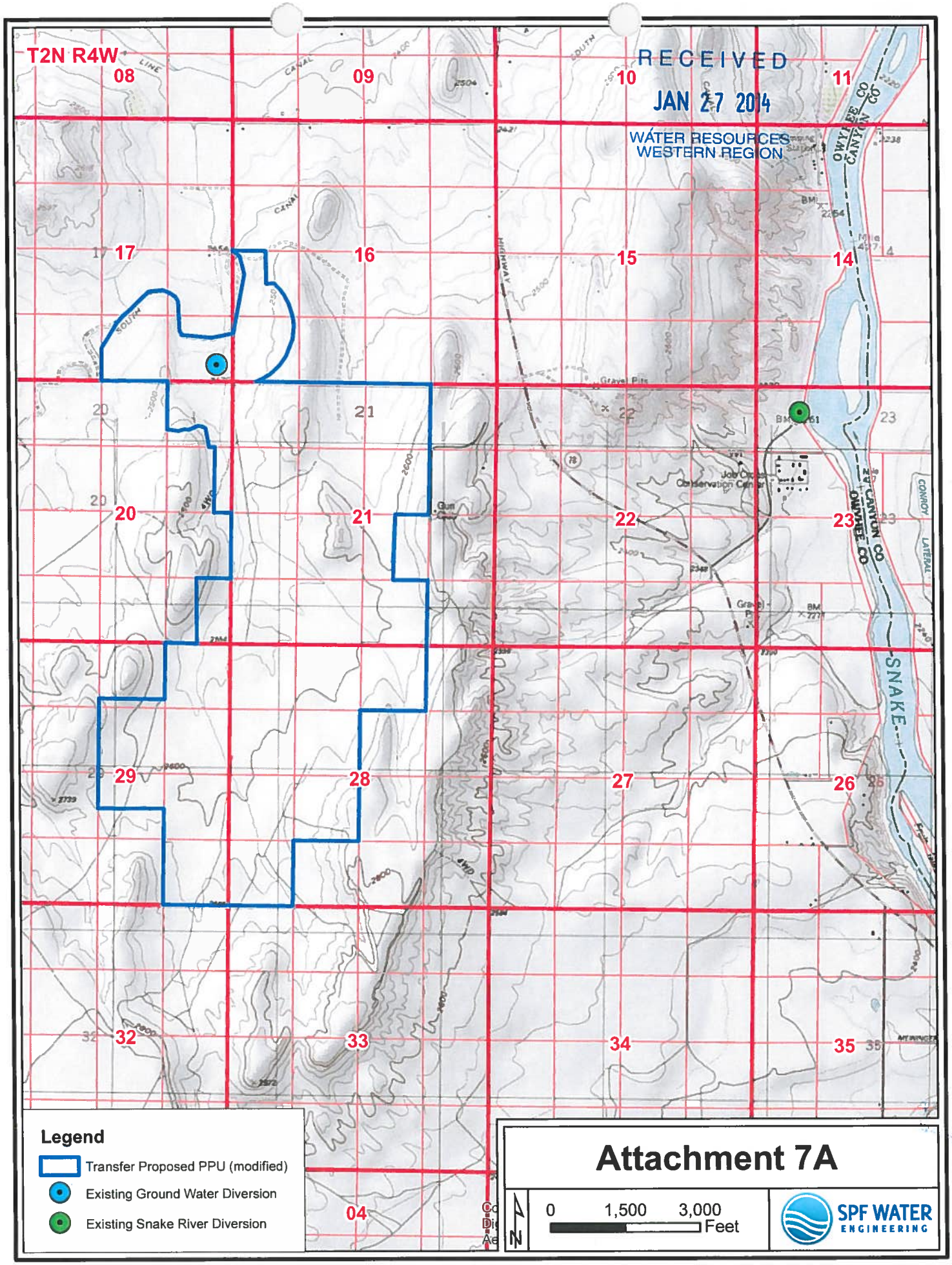
FOR DEPARTMENT USE ONLY

Transfer contains 18 pages and _____ attachments.

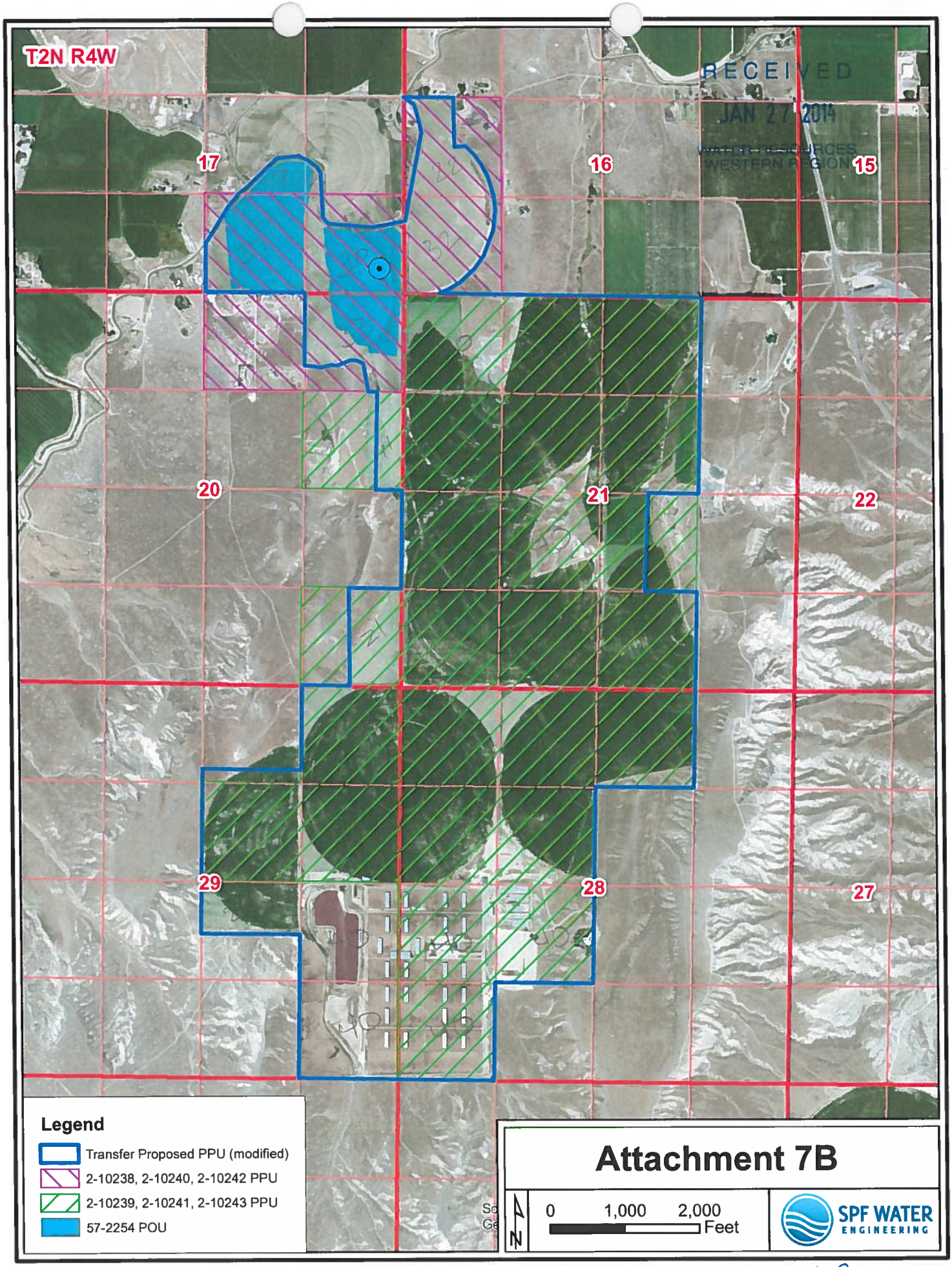
Received by RS Date 2-8-13 Prelim. Check by _____ Date 1/29/2014

Fee Paid 1720.00 Date 2-8-13 Receipted by RS Receipt # W040855
↳ REFUNDED $100 2/11/13 $1020.00 CORRECT FEE - AG 12/23/13

Add'l Fee Paid 975 Date 1-9-14 Receipted by MG Receipt # W041758
↳ PD FOR OWNERSHIP CHANGE WRS 2-10239, 2-10241, & 2-10243

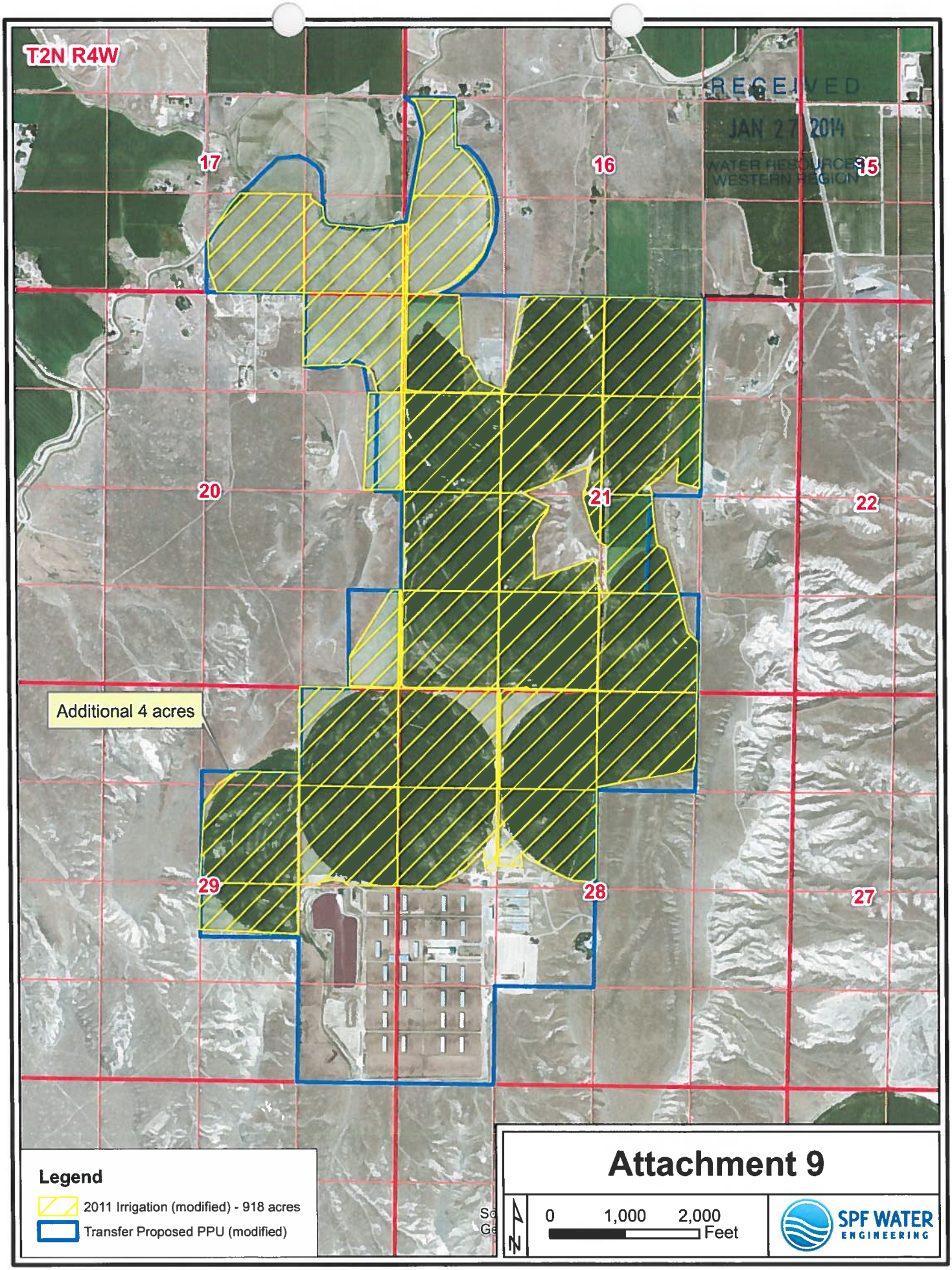


TRANSFER No. 78429



2011 Photo

TRANSFER No. 78429



2011 Photo

Transfer No. 78429

ATTACHMENT 2A

OWNERSHIP DOCUMENTATION

TRANSFER No. 78429

Lori Graves

From: Lee, J (Jonathan) <Jonathan.Lee@rabobank.com>
Sent: Monday, January 14, 2013 12:18 PM
To: Lori Graves
Subject: FW: Van Es - File # 502190 (Attached in ResWare)

Please see Title company's response.

-----Original Message-----
From: Tyler Gunstream [mailto:TGunstream@pioneertitleco.com]
Sent: Monday, January 14, 2013 12:57 PM
To: Lee, J (Jonathan)
Subject: RE: Van Es - File # 502190 (Attached in ResWare)

(1st Deed behind this email)

Jonathan,

The Warranty Deed I sent you releases their contract from 2001. The contract of sale that Lori sent you wasn't recorded in the County (generally contract of sales aren't), but they did record a Notice of Contract of Sale that was signed and notarized the same day as the contract of sale and the warranty deed. As a side note, I do notice that the legal descriptions aren't attached to the contract of sale they sent you; not sure if that may be causing some confusion.

The deed acts as the release of the contract. The deed was held in escrow until it was paid off. Once the Loucks were paid off they authorized the release of the deed from escrow. Hopefully that'll help, not sure what else they need.

Tyler

-----Original Message-----
From: Lee, J (Jonathan) [mailto:Jonathan.Lee@rabobank.com]
Sent: Monday, January 14, 2013 11:44 AM
To: Tyler Gunstream
Subject: FW: Van Es - File # 502190 (Attached in ResWare)

Please see the below and attached. Can you provide what they are looking for? Thanks

-----Original Message-----
From: Lori Graves [mailto:LGraves@spfwater.com]
Sent: Monday, January 14, 2013 12:42 PM
To: Lee, J (Jonathan)
Cc: dalevanes@aol.com
Subject: RE: Van Es - File # 502190 (Attached in ResWare)

Jonathan,

Attached is the subject contract. Due to the water right section at the bottom of page 6, I need to show that the contract has been released before the Idaho Department of Water Resources will accept the transfer application.

-----Original Message-----
From: Lee, J (Jonathan) [mailto:Jonathan.Lee@rabobank.com]
Sent: Monday, January 14, 2013 11:05 AM
To: Lori Graves
Subject: FW: Van Es - File # 502190 (Attached in ResWare)

Please see attached. Thanks

-----Original Message-----
From: Tyler Gunstream [mailto:TGunstream@pioneertitleco.com]
Sent: Monday, January 14, 2013 11:57 AM
To: Lee, J (Jonathan)
Subject: RE: Van Es - File # 502190 (Attached in ResWare)

Jonathan,
Attached is the Warranty Deed that was recorded to remove the Loucks interest under exception no. 41 of our title commitment.

Tyler Gunstream
Owyhee County Title Officer
Direct: 208.467.0117
tgunstream@pioneertitleco.com
pioneertitleco.com

-----Original Message-----
From: Lee, J (Jonathan) [mailto:Jonathan.Lee@rabobank.com]
Sent: Monday, January 14, 2013 10:47 AM
To: Tyler Gunstream
Subject: FW: Van Es - File # 502190 (Attached in ResWare)

Tyler,

Please see the attached page from the prelim title for the above loan. The water right company is requesting a copy of the release or satisfaction of interest of the Loucks. Is this a document you can produce. Thanks for your assistance.

Jonathan Lee
Rabo AgriFinance
Loan Closing
Office address: 12443 Olive Blvd, Suite 50, St. Louis MO 63141
Telephone: 314-317-8093 Facsimile: 877-655-9513
E-mail: jonathan.lee@raboag.com
Please consider the environment before printing

This email (including any attachments to it) is confidential, legally privileged, subject to copyright and is sent for the personal attention of the intended recipient only. If you have received this email in error, please advise us immediately and delete it. You are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Although we have taken reasonable precautions to ensure no viruses are present in this email, we cannot accept responsibility for any loss or damage arising from the viruses in this email or attachments. We exclude any liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided in this email or its attachments, unless that information is subsequently confirmed in writing.

ACCOMMODATION

DE

WARRANTY DEED 277862

FOR VALUE RECEIVED, LESLIE LOUCKS and LAVADA CAROL LOUCKS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto DALE VAN ES and JACKIE VAN ES, husband and wife, of 722 HCR. 1413 W., Covington, ~~Idaho~~, Texas the Grantees, the following described premises, situated in Owyhee County, State of Idaho, to-wit:

DE JJ

See Exhibit "A" attached hereto and by this reference incorporated herein.

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

Dated this 30th day of May, 2001.

LESLIE LOUCKS

LAVADA CAROL LOUCKS

STATE OF IDAHO)
) ss.
County of Canyon)

On this 30th day of May, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared LESLIE LOUCKS and LAVADA CAROL LOUCKS, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

DESIREE A. MAYDEN NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 3-9-2006

Instrument # 277862
MURPHY, OWYHEE, IDAHO
2012-06-08 02:59:41 No. of Pages: 5
Recorded for: PIONEER TITLE COMPANY OF ADA C
CHARLOTTE SHERBURN Fee: $22.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

EXHIBIT "A"

TRACT II

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

PARCEL 1:

SECTION 20:

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

PARCEL 2:

SECTION 21:

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

PARCEL 3:

SECTION 28:

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

PARCEL 4:

SECTION 29:

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

TOGETHER WITH and subject to the following described roadway easements:

EASEMENT No. 1:

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

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

South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence

East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence

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

EASEMENT No. 2:

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

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

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

EASEMENT No. 3:

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

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

EASEMENT No. 4:

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

COMMENCING at a found brass cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of Section 20 to a found brass cap marking the North Sixteenth corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence

South 89° 05'45" East (formerly S 89° 05'36" E) 585.96 feet along the South boundary of the West Half of the Southwest Quarter of said Section 16 to a point; thence

South 00° 54'15" West 50.00 feet to a point; thence

North 89° 05'45" West (formerly N 89° 05'36" W) 586.06 feet to a set 5/8 inch iron pin lying on the said East boundary of the Northeast Quarter of Section 20; thence

North 01° 01'11" East 50.00 feet along the East boundary of the Northeast Quarter of Section 20 to the REAL POINT OF BEGINNING.

EASEMENT No. 5:

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

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet North of the Quarter corner common to said Section 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 6:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portion of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21, 28 and 29; thence

South along the Section line common to said Sections 28 and 29 to a point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 7 (IRRIGATION):

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

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

South along the Section line 55 feet of and parallel to the Section line common to said Sections 20 and 21 to a point lying 55 feet East of the South Sixteenth corner common to said Sections 20 and 21; thence

East along the North line of the South Half of the South Half of said Section 21 to a point marking the Southeast Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

PD3129

RECEIVED
JAN 13 2004
WATER RESOURCES
WESTERN REGION

DE

WARRANTY DEED

FOR VALUE RECEIVED, LESLIE LOUCKS and LAVADA CAROL LOUCKS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto DALE VAN ES and JACKIE VAN ES, husband and wife, of 722 HCR, 1413 W, Covington, ~~Idaho~~, Texas 76636 the Grantees, the following described premises, situated in Owyhee County, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

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

Dated this 30th day of May, 2001.

Leslie Loucks
LESLIE LOUCKS

Linda Carol Loucks
LAVADA CAROL LOUCKS

STATE OF IDAHO)
) ss.
County of Canyon)

On this 30th day of May, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared LESLIE LOUCKS and LAVADA CAROL LOUCKS, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

DESIREE A. MAYDEN NOTARY PUBLIC STATE OF IDAHO

DeSiree A Mayden
Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 3-9-2006

OWYHEE COUNTY RECORDER
BY DEPUTY

236031

FILED - RECORDED
01 MAY 31 PM 4:31

WARRANTY DEED

236031

EXHIBIT "A"

TRACT I

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

PARCEL 1:

SECTION 17:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence
North 01°09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,
North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears
South 01° 01'11" West 50.00 feet; thence
North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence
North 84° 16'16" West 245.99 feet to a point; thence
South 00° 36'01" West 568.91 feet to a set 1/2 inch iron pin, said pin marking the REAL POINT OF BEGINNING; thence
South 89° 23'59" East 50.00 feet to a set 1/2 inch iron pin; thence
South 00° 36'01" West 50.00 feet to a set 1/2 inch iron pin; thence
North 89° 23'59" West 50.00 feet to a set 1/2 inch iron pin; thence
North 00° 36'01" East 50.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT B:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

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North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

South 84° 16'16" East 25.36 feet to a set 5/8 inch iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence long said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4° 02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears

North 04° 20'60" East to a point marking the REAL POINT OF BEGINNING; thence

South 84° 08'33" West 177.46 feet to a point of curve to the left; thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears

South 42° 22'17" West to the point of ending of said curve; thence

South 00° 36'01" West 586.81 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 20.00 feet to a point; thence

North 00° 36'01" East 586.81 feet to a point of curve to the right; thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears

North 42° 22'17" East to the point of ending of said curve; thence

North 84° 08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County, Road; thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears

South 06° 43'08" West to the point of ending of said centerline easement.

EXCEPTING THEREFROM any portion thereof lying within the existing County Road.

ALSO TOGETHER WITH:

EASEMENT C:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the REAL POINT OF BEGINNING; thence

South 89° 46'50" West 195.03 feet to a point; thence

North 00° 36'01" East 10.00 feet to a point; thence

North 89° 46'50" East 195.03 feet to a point lying on the said East boundary of the Southeast Quarter of Section 17, said point bears

South 00° 36'01" West 2372.66 feet from a set 5/8 inch iron pin marking the East Quarter Corner of said Section 17; thence

South 00° 36'01" West 10.00 feet along the said East boundary of the Southeast Quarter of Section 17 to the REAL POINT OF BEGINNING.

ALSO TOGETHER WITH:

EASEMENT D:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING; thence

North 89° 15'17" West 12.95 feet along the South boundary of the Southeast Quarter of Section 17 to a point, said point bears

South 89° 15'17" East 1308.72 feet from a found brass cap marking the East Sixteenth Corner common to said Sections 17 and 20; thence

North 38° 42'08" West 287.43 feet to a set 1/2 inch iron pin; thence

North 00° 36'01" East 15.79 feet to a point; thence

South 38° 42'08" East 307.87 feet to the REAL POINT OF BEGINNING.

PARCEL 2:

SECTION 21:

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter, the Easterly 3/4 of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Northeast Quarter of the Southwest Quarter, and the Northerly 3/4 of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21,

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Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 3:

SECTION 28:

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

PARCEL 4:

SECTION 29:

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

TOGETHER WITH and subject to the following described roadway easements:

EASEMENT No. 1:

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

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

South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence

East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence

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

EASEMENT No. 2:

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

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

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

EASEMENT No. 3:

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

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

WARRANTY DEED FROM LOUCKS TO VAN ES

TRANSFER No. 78429

L.T 220920

Instrument # 277861
MURPHY, OWYHEE, IDAHO
2012-06-08 02:59:41 No. of Pages: 17
Recorded for: PIONEER TITLE COMPANY OF ADA C
CHARLOTTE SHERBURN Fee: $58.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

Warranty Deed

ACCOMMODATION

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

The Grantor is **Leslie Loucks** and **Lavada Loucks,** husband and wife, (herein called grantor).

The Grantee is **Dale Van Es** and **Jackie Van Es,** husband and wife, (herein called grantee) whose current address is: 8222 Desert Dr. Marsing, Idaho 83639.

For VALUE RECEIVED, the grantor hereby grants, bargains, sells and conveys unto the grantee that real property herein or "the premises" situated in Owyhee County, Idaho, and described as follows:

Together with all water rights, ditch rights, rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection there with.

(property description attached)

SUBJECT TO each of the following:

(Taxes prorated by date) All taxes, both general and special levied against the premises by any taxing unit for any purpose including but not limited to irrigation, drainage, bonds and special improvements prorated for the period of time of and after the date of: March 13, 2006 with the grantor to pay before delinquency all such taxes prorated for the period of time after such date.

(Patents or state grants) All reservations in patents or state grants or in the laws of authorizing the issuance thereof

(Bonded debt of taxing units) The bonded debt of all taxing units

(Local improvements) Any taxes for local improvements not now completed

(Zoning requirements, etc.) All zoning requirements and restrictions imposed by any governmental unit.

(Building codes, etc.) All requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit.

(Irrigation district contracts) All repayment contracts between the Gem Irrigation District and the United States.

(Restrictions, etc. of record) All restrictions, covenants, servitudes, limitations, conditions and prohibitions of record or provided by law

(All rights of way) All rights of way under, over and across the premised regardless of how evidenced or acquired and whether the same appear of record or not

EASEMENTS CONVEYED: The grantor hereby conveys to the grantee each easement which is described in the recorded document.

Each such easement is conveyed on the terms and conditions following:

1. Each such easement shall continue forever, shall be appurtenant to the premised and shall never be severed from the premises.

2. Each easement is nonexclusive and the grantee and each other parcel owner to whom the grantor conveys such easement shall have an equal right to use each such easement.

3. Each parcel owner who has the right to use each such easement shall use the same so as not to unreasonably interfere with the use thereof by each other parcel owner who has the right to use such easement.

4. Each such easement which is for a road shall not be fenced or gated or otherwise obstructed. Each such easement which is for any purpose except a road shall be kept reasonably free of fences and structures which would interfere with the construction, maintenance, repair and reconstruction of such easement.

5. If any such easement is for a road and is also for other allowed purposed shall be constructed and installed under or across such easement in a manner which does not unreasonably interfere with and does not obstruct such road.

6. Each such easement shall be constructed, maintained, repaired and reconstructed as necessary to keep such easement in a good and serviceable condition for the uses and purposes designated in such easement.

7. All costs of constructing, maintaining, repairing and reconstructing each such easement shall be shared equally between or among those parcel owners who have the right to use each such easement.

EASEMENTS RESERVED: The grantor hereby reserves each easement on the premises which is described in the recorded document.

1. Each such easement shall continue forever, shall be appurtenant to each parcel described in the recorded document which the grantor conveys the right to the use of such easement and shall never be severed from such parcel or parcels.

2. Each such easement is nonexclusive and the grantee and each other parcel owner to whom the grantor conveys such easement shall have an equal right to use each such easement.

3. Each parcel owner who has the right to use such easement shall so use the same so as not to unreasonably interfere with the use hereof by each other parcel owner who has the right to use such easement.

4. Each such easement which is for a road shall not be fenced or gated or otherwise obstructed. Each such easement which is for any purpose except a road shall be kept reasonably free of fences and structures which would interfere with the construction, maintenance, repair and reconstruction of such easement.

5. If any such easement is for a road and is also for other allowed purposes, then all improvements and structures constructed or installed for such other allowed purposes shall be constructed and installed under or over or across such easement in a manner which does not unreasonably interfere with and does not obstruct such road.

DEFINITIONS: When used in this deed, the terms following shall have the meanings following:

--- "person" means and includes each natural person, partnership, corporation, trust, estate, governmental unit and every other legal entity known to or recognized by the law.

--- "successor" means each personal representative, executor, administrator, heir, devisee, legatee, assignee, transferee and other successor of a party of the parties designated.

--- "recorded document" means that affidavit entitled "Record of Survey" which was recorded in the office of the Recorder for Owyhee County, Idaho.

--- "subject property" means the real property so designated in and described in the recorded document.

--- "parcel" means a part of the subject property which is so designated in and is separately described in the recorded document.

--- "parcel owner" means a person who is the legal or equitable owner of any of the separate parcels of real estate described in the recorded document.

(Singular terms) Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

(Plural terms) The plural of a singular term defined herein shall have the same meaning or make the same references as that singular term but in the plural.

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever and the grantor hereby covenants to and with the grantee as follows: that the grantor is the owner in fee simple of the premises; that the premises are free and clear of all liens and encumbrances except those described above to which this deed is expressly made subject; and that the grantor will arrant and defend the premises from all lawful claims whatsoever.

DATED: March 13, 2006

SIGNED BY GRANTOR:

Leslie Loucks — 3-13-06

Name: **Leslie Loucks** — Date signed

Lavada Loucks — 3-13-06

Name: **Lavada Loucks** — Date signed

SIGNED BY GRANTEE:

3-13-06

Name: **Dale Van Es** — Date signed

3-13-06

Name: **Jackie Van Es** — Date signed

STATE OF IDAHO, County of Canyon

On this date, before me, the undersigned notary public for such state, personally appeared **Leslie Loucks** and **Lavada Loucks,** husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me they executed the same.

WITNESS my hand and seal on March 13, 2006

Notary Public for Idaho.

KIMBERLY A. COMPTON NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO, County of Nim Pm

On this date, before me, the undersigned notary public for such state, personally appeared **Dale Van Es** and **Jackie Van Es,** husband and wife known to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS ~~my~~ hand and seal on March 13, 2006

Notary Public for Idaho.

KIMBERLY A. COMPTON NOTARY PUBLIC STATE OF IDAHO

File No : 200602661

EXHIBIT A

TRACT 1

A parcel of land being a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING;

Thence North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin;

Thence South 84°16'16" East 25 36 feet to a set 5/8" iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right;

Thence along the said centerline of said existing County Road the following courses and distances:

Along said curve to the right, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears North 06°40'11" East to a set 5/8" Iron pin marking the point of ending of said curve to the right;

Thence North 11°01'39" East 1043.63 feet to a set 5/8 " Iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 157 08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears North 02°21'55" West, to a set 5/8" iron pin marking the point of ending of said curve to the left;

Thence North 15°45'29" West 213.96 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208 60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears North 37°55'39" West to a set 5/8 iron pin marking the point of ending of said curve to the left;

Thence North 60°05'49" West 86.07 feet to a set 5/8" iron pin lying on the said West boundary of the W ½ SW ¼ of Section 16;

Thence leaving the said centerline of said existing County Road, North 00°36'01" East 14.96 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin marking the ¼ Corner common to said

Continued on next page.

Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40 00 feet;

Thence South 89°16'38" East 667 21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin;

Thence South 00°29'14" West 661.10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin;

Thence South 89°14'33" East (formerly South 89°13'30" East) 186 08 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 2422.76 feet, said curve having a delta of 118°38'39", a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears South 10°47'23" West to a set 5/8" iron pin marking the ending of said curve to the right and lying on the South boundary of the said W ½ SW ¼ of Section 16;

Thence North 89°05'45" West (formerly North 89°05'36" West) 498 57 feet along the said South boundary of the W ½ SW ¼ of Section 16 to the point of beginning

ALSO SUBJECT TO AND RESERVING THEREFROM:

An ingress, egress, maintenance, utility and drainage easement lying in a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a set 5/8" iron pin marking the ¼ Corner common to Sections 16 and 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet; thence South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin marking the REAL POINT OF BEGINNING;

Thence South 00°29'14" West 661 10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin;

Thence South 89°14'33" East (formerly South 89°13'30" East) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 45.00 feet, said curve having a delta of 02°12'14", a radius of 1170.00 feet, tangents of 22.50 feet, and a long chord of 45.00 feet which bears South 47°25'50" East to a point marking the ending of said curve to the right;

Thence North 89°14'33" West, 249.48 feet to a point;

Thence North 00°29'14" East 666.08 feet to a point;

Thence North 89°16'38" West 637.26 feet to a point lying on the West boundary of the said W ½ SW ¼ of Section 16;

File No.: 200602661
Thence North 00°36'01" East 25 00 feet along said W ½ SW ¼ of Section 16 to a set 5/8" Iron pin marking the ¼ Corner common to said Sections 16 and 17;

Thence South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to the point of beginning.

TRACT II

A parcel of land lying in the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridinn, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16,17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50 00 feet, said point also being the REAL POINT OF BEGINNING;

Thence North 89°15'17" West 1321 67 feet along the South boundary of the said SE ¼ of Section 17 to a found Brass Cap marking the E 1/16 Corner common to said Sections 17 and 20;

Thence continuing along the said South boundary of the SE ¼ of Section 17, North 89°14'40" West 1021.35 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears North 50°11'56" East to a set 5/8" iron pin marking the ending of said curve to the right and also marking a point of curve to the left;

Thence along said curve to the left, a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears South 42°28'40" East to a set 5/8" iron pin marking the ending of said curve to the left

Thence South 83°47'16" East 510.16 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears North 82°41'17" East to a set 5/8" iron pin marking the ending of said curve to the left;

Thence South 84°16'16" East 357.52 feet to a set 5/8" Iron pin lying on the East boundary of the said SE ¼ of Section 17;

Thence South 00°36" 01" West 819 37 feet along the said East boundary of the SE ¼ of Section 17 to the point of beginning

EXCEPTING THEREFROM:

File No : 200602661
A parcel of land lying in a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence North 84°16'16" West 245.99 feet to a point; thence South 00°36'01" West 568.91 feet to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING;

Thence South 89°23'59" East 50.00 feet to a set ½" iron pin;

Thence South 00°36'01" West 50.00 feet to a set ½" iron pin

Thence North 89°23'59" West 50.00 feet to a set ½" iron pin;

Thence North 00°36'01" East 50.00 feet to the point of beginning

SUBJECT TO AND RESERVING THEREFROM:

A 20-foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW ¼ of Section 16 and a portion of the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the east boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16,17,20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING;

Thence South 84° 08' 33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32' 32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42° 22' 17" West to the point of ending of said curve;

Thence South 00° 36' 01" West 586.81 feet to a set ½" iron pin;

File No.: 200602661
Thence North 89° 23' 59" West 20.00 feet to a point;

Thence North 00° 36' 01" East 586.81 feet to a point of curve to the right;

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32' 32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears North 42° 22' 17" East to the point of ending of said curve; thence North 84° 08' 33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41' 21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06° 43' 08" West to the point of beginning.

Also Subject to and Reserving Therefrom:

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

Commencing at a found Brass Cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01° 01' 11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence North 00° 36' 01" East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the Real Point of Beginning;

Thence South 89° 46' 50" West 195.03 feet to a point;

Thence North 00° 36' 01" East 10.00 feet to a point;

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

Also subject to and reserving therefrom:

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

Commencing at a found Brass Cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01°

01' 11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet, said point being the Real Point of Beginning; thence North 89° 15' 17" West 12.95 feet along the South boundary of the said Southeast Quarter of Section 17 to a point, said point bears South 89° 15' 17" East 1308.72 feet from a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20;

Thence North 38° 42' 06" West 287.43 feet to a set 1/2 " iron pin;

Thence North 00° 36' 01" East 15.79 feet to a point;

Thence South 38° 42' 06" East 307.87 feet to the point of beginning

TRACT III

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

Commencing at a found Brass Cap marking the East1/4 Corner of said Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the Real Point of Beginning;

Thence North 89° 09' 03" West 336.22 feet along the South boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin;

Thence North 14° 30' 09" West 473.47 feet to a set 5/8" iron pin;

Thence North 51° 14' 11" West 67.98 feet to a set 5/8" iron pin;

Thence South 85° 12' 14" West 211.30 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34° 58' 28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22 feet which bears South 74° 01' 39" West, to a set 5/8" iron pin lying on the West boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve;

Thence North 00° 55' 43" East 1020.83 feet along the said West boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20;

Thence South 89° 15' 17" East 1321.67 feet along the North boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence South 01° 01' 11" West 1321.30 feet along the East boundary of the said NE1/4 NE1/4 of Section 20 to the point of beginning.

TRACT IV:

File No.: 200602661
A parcel of land lying in the SE1/4 of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE1/4 of Section 20, North 01° 01' 11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence North 89° 15' 17" West 1321 67 feet along the South boundary of the said SE1/4 of Section 17 to a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20; thence continuing along the said South boundary of the SE1/4 of Section 17, North 89° 14' 40" West 1021.35 feet to a set 5/8" iron pin marking the Real Point of Beginning;

Thence continuing North 89°14'40" West 302.06 feet along the said South boundary of the SE ¼ of Section 17 to a found Brass Cap marking the S ¼ Corner of said Section 17;

Thence North 00°37'48" East 675.32 feet along the West boundary of the said SE ¼ of Section 17 to a point lying on the centerline of the South Canal;

Thence along the said centerline of the South Canal the following courses and distances:

North 33°30'10" East 490.30 feet to a point of curve to the right;

Thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11°49'51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears North 39°25'05" East to the point of ending of said curve;

Thence North 45°20'01" East 268.70 feet to a point lying on the centerline of an existing lateral:

Thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances:

North 44°08'59" West 219.97 feet to a point of curve to the right;

Thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31°44'32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears North 28°16'43" West, to the point of ending of said curve;

Thence North 12°24'27" West 378.33 feet to a point of curve to the left;

Thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64°56'35", a radius of 39 09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears North 44° 52'44" West, to the point of ending of said curve;

North 77°21'02" West 25.00 feet to a point of curve to the left;

Thence along said curve to the left a distance of 187.33 feet, said curve having a delta of 75°21'23", a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears North 64°58'17" East to the point of ending of said curve;

Thence North 27° 17'35" East, 93.93 feet to a point of curve to the right;

Thence along said curve to the right a distance of 99.20 feet, said curve having a delta of 17°45'39", a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears North 36°10'25" East to the point of ending of said curve;

Thence North 45°03'14" East 399.43 feet to a point lying on the North boundary of the said SE ¼ of Section 17 and along the centerline of Pasco Road;

Thence leaving the said centerline of the existing lateral, South 89°10'58" East 1893.88 feet along the said North boundary of the SE ¼ of Section 17 and along the said centerline of Pasco Road to a set 5/8" iron pin marking the ¼ Corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet;

Thence South 00°36'01" West 1821.79 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin;

Thence North 84°16'16" West 357.52 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears South 82°41'17" West to a set 5/8" iron pin marking the point of ending of said curve;

Thence North 83°47'16" West 510.16 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears North 42°28'40" West to a set 5/8" iron pin marking the point of ending of said curve and also marking a point of curve to the left;

Thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears South 50°11'56" West to the point of beginning.

SUBJECT TO AND RESERVING THEREFROM:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW ¼ of Section 16 and a portion of the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, thence North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the North 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a

File No : 200602661
point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" Iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING

Thence South 84°08'33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42°22'17" West to the point of ending of said curve;

Thence South 00°36'01" West 586.81 feet to a set ½" iron pin;

Thence North 89°23'59" West 20.00 feet to a point;

Thence North 00°36'01" East 586.81 feet to a point of curve to the right

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears North 42°22'17" East to the point of ending of said curve;

Thence North 84°08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06°43'08" West to the point of beginning.

TRACT V

A parcel of land being a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

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

Thence continuing North 00°36'01" East 1806.83 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin lying on the centerline of an existing County Road;

Thence along the said centerline of said existing County Road the following courses and distances:

South 60°05'49" East 86 07 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears South 37°55'39" East to a set 5/8" iron pin marking the point of ending of said curve to the right;

Thence South 15°45'29" East 213.96 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears South 02°21'55" East to a set 5/8" iron pin marking the point of ending of said curve to the right;

Thence South 11°01'39" West 1043 63 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129 44 feet, and a long chord of 258.13 feet which bears South 06°40'11" West to a set 5/8" iron pin marking the point of ending of said curve to the left;

Thence leaving the said centerline of said existing County Road North 84°16'16" West 25 36 feet to the point of beginning,

TOGETHER WITH AND RESERVING THEREFROM:

A 25 foot wide ingress and egress easement lying in a portion of the W ½ SW ¼ of Section 16, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described under Instrument No 2200231.

ALSO RESERVING THEREFROM:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW ¼ of Section 16 and a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING;

THENCE South 84°08'33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42°22'17" West to the point of ending of said curve;

Thence South 00°36'01" West 586.81 feet to a set ½" iron pin;

Thence North 89°23'59" West 20.00 feet to a point;

Thence North 00°36'01" East 586.81 feet to a point of curve to the right;

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet and a long chord of 104.41 feet which bears North 42°22'17" East to the point of ending of said curve;

Thence North 84°08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06°43'08" West to the point of beginning.

EXCEPTING FROM TRACTS II, IV AND V ABOVE THE FOLLOWING DESCRIBED PARCEL

A parcel of land lying in a portion of the W ½ SW ¼ of Section 16 and a portion of the E ½ SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Pasco Road and marking the C ¼ Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said Brass Cap bears North 89°10'58" West 2643.72 feet from a found 5/8" iron pin marking the E ¼ Corner of said Section 17; thence South 89°10'58" East, 2294.51 feet along the said centerline of Pasco Road and the Northerly boundary of the said SE ¼ of Section 17 to a point, said point being witnessed by a set ½" iron pin which bears South 02°55'26" East 25.05 feet, said point also marking the REAL POINT OF BEGINNING;

Thence continuing along the said centerline of Pasco Road and the said Northerly boundary of the SE ¼ of Section 17, South 89°10'58" East 293.68 feet to a point, said point being witnessed by a set ½" iron pin which bears South 33°01'04" West 29.54 feet;

Thence South 33°01'04" West 88.09 feet to a set ½" iron pin, said pin marking a point of curve to the left;

Thence along said curve to the left a distance of 467.64 feet, said curve having a delta of 89°18'43", a radius of 300.00 feet, tangents of 296.42 feet, and a long chord of 421.71 feet which bears South 11°38'17" East to a set ½" iron pin marking the point of ending of said curve;

File No : 200602661
Thence South 56°17'39" East 184.66 feet to a set ½" iron pin;

Thence South 11°51'10" West 889.46 feet to a set ½" iron pin;

Thence North 80°59'17" West 116.04 feet to a set ½" iron pin;

Thence North 00°55'15" West 789.94 feet to a set ½" iron pin;

Thence North 14°58'58" West 181.80 feet to a set ½" iron pin;

Thence North 36°12'31" West 163.85 feet to a set ½" iron pin;

Thence North 09°56'03" West 104.45 feet to a set ½" iron pin;

Thence North 02°55'26" West 245.65 feet to the POINT OF BEGINNING

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

QUITCLAIM DEED FROM VAN ES TO DESERT FARMS REAL ESTATE

TRANSFER No. 78429

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

QUITCLAIM DEED

GRANTORS DALE and JACKIE VAN ES, also known as DOUWE VAN ES and JACOBA VAN ES, of Marsing, County of Owyhee, State of Idaho, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE and forever QUITCLAIM, unto DESERT FARMS REAL ESTATE LLC, GRANTEE, (being Idaho Secretary of State entity no. W82873), whose registered office is at 8222 Desert Drive, Marsing, Idaho 83639, and to Grantee's successors and assigns, forever, all the following described real estate, situate in County of Owyhee, State of Idaho, to-wit:

SEE ATTACHED

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 27th day of DECEMBER, 2012.

Dale Van Es aka Douwe Van Es

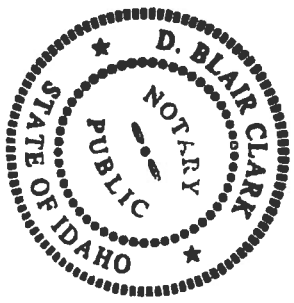
Jackie Van Es aka Jacoba Van Es

Instrument # 279537
MURPHY, OWYHEE, IDAHO
12-31-2012 09:55:09 No. of Pages: 12
Recorded for : JACOBA N VAN ES
CHARLOTTE SHERBURN Fee: 43.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

STATE OF IDAHO)
) ss:
COUNTY OF Ada)

On this 27TH day of DECEMBER, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Dale Van Es aka Douwe Van Es, and Jackie Van Es aka Jacoba Van Es, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 9/23/2017

EXHIBIT A

TRACT I:

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

Parcel 1:
Section 20:
The East Half of the East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

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

Parcel 3:
Section 28:
All of the West Half of the Northwest Quarter and the North Half of the Northwest Quarter of the Northeast Quarter of Section 28. Township 2 North, Range 4 West, Owyhee County, Idaho.

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

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence

East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence

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

EASEMENT No. 2:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

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

EASEMENT No. 3:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

EASEMENT No. 4:
A 50 foot wide ingress, egress, maintenance, utility and drainage easement lying in a portion of the Northwest Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the east boundary of the Northeast Quarter of Section 20 to a found brass cap marking the North Sixteenth corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence

South 89° 05'45" East (formerly S 89° 05'36" E) 585.96 feet along the South boundary of the West Half of the Southwest Quarter of said Section 16 to a point; thence

South 00° 54'15" West 50.00 feet to a point; thence

North 89° 05'45" West (formerly N 89° 05'36" W) 586.06 feet to a set 5/8 inch iron pin lying on the said East boundary of the Northeast Quarter of Section 20; thence

North 01° 01'11" East 50.00 feet along the East boundary of the Northeast Quarter of Section 20 to the REAL POINT OF BEGINNING.

EASEMENT No. 5:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying portion of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet North of the Quarter corner common to said Section 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 6:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in a portion of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21, 28 and 29; thence

South along the Section line common to said Sections 28 and 29 to a point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29. said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 7 (Irrigation):
A 10 foot wide roadway easement for the purpose of ingress, egress and maintenance of an existing irrigation line, said easement lying in a portion of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 5 feet wide on either side of the centerline of said existing irrigation line, said easement centerline being more of less described as follows:

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

South along the Section line 55 feet of and parallel to the Section line common to said Sections 20 and 21 to a point lying 55 feet East of the South Sixteenth corner common to said Sections 20 and 21; thence

East along the North line of the South Half of the South Half of said Section 21 to a point marking the Southeast Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

TRACT II:

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

Parcel 1:
A parcel of land being a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20.

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin; thence

South 84°16'16" East 25.36 feet to a set 5/8" iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right; thence along the said centerline of said existing County Road the following courses and distances:

Along said curve to the right, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears North 06°40'11" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

North 11°01'39" East 1043.63 feet to a set 5/8 " iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears North 02°21'55" West, to a set 5/8" iron pin marking the point of ending of said curve to the left; thence

North 15°45'29" West 213.96 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears North 37°55'39" West to a set 5/8 iron pin marking the point of ending of said curve to the left; thence

North 60°05'49" West 86.07 feet to a set 5/8" iron pin lying on the said West boundary of the W ½ SW ¼ of Section 16; thence leaving the said centerline of said existing County Road,

North 00°36'01" East 14.96 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin marking the ¼ Corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet; thence

South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin; thence

South 00°29'14" West 661.10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin; thence

South 89°14'33" East (formerly South 89°13'30" East) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right: thence

Along said curve to the right, a distance of 2422.76 feet, said curve having a delta of 118°38'39", a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears South 10°47'23" West to a set 5/8" iron pin marking the ending of said curve to the right and lying on the South boundary of the said W ½ SW ¼ of Section 16; thence

North 89°05'45" West (formerly North 89°05'36" West) 498.57 feet along the said South boundary of the W ½ SW ¼ of Section 16 to the POINT OF BEGINNING.

Parcel 2:
A parcel of land lying in the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16,17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING; thence

North 89°15'17" West 1321.67 feet along the South boundary of the said SE ¼ of Section 17 to a found Brass Cap marking the E 1/16 Corner common to said Sections 17 and 20; thence continuing along the said South boundary of the SE ¼ of Section 17,

North 89°14'40" West 1021.35 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears North 50°11'56" East to a set 5/8" iron pin marking the ending of said curve to the right and also marking a point of curve to the left; thence

Along said curve to the left, a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears South 42°28'40" East to a set 5/8" iron pin marking the ending of said curve to the left; thence

South 83°47'16" East 510.16 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears North 82°41'17" East to a set 5/8" iron pin marking the ending of said curve to the left; thence

South 84°16'16" East 357.52 feet to a set 5/8" iron pin lying on the East boundary of the said SE ¼ of Section 17; thence

South 00°36" 01" West 819.37 feet along the said East boundary of the SE ¼ of Section 17 to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land lying in a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence

North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence

North 84°16'16" West 245.99 feet to a point; thence South 00°36'01" West 568.91 feet to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING; thence

South 89°23'59" East 50.00 feet to a set ½" iron pin; thence

South 00°36'01" West 50.00 feet to a set ½" iron pin; thence

North 89°23'59" West 50.00 feet to a set ½" iron pin; thence North 00°36'01" East 50.00 feet to the POINT OF BEGINNING.

Parcel 3:
A parcel of land lying in the NE1/4 NE1/4 of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East1/4 Corner of said Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09' 21" East 1325.29 feet along the East boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the Real Point of Beginning; thence

North 89° 09' 03" West 336.22 feet along the South boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin; thence

North 14° 30' 09" West 473.47 feet to a set 5/8" iron pin; thence

North 51° 14' 11" West 67.98 feet to a set 5/8" iron pin; thence

South 85° 12' 14" West 211.30 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34° 58' 28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22 feet which bears South 74° 01' 39" West, to a set 5/8" iron pin lying on the West boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve; thence

North 00° 55' 43" East 1020.83 feet along the said West boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20; thence

South 89° 15' 17" East 1321.67 feet along the North boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence

South 01° 01' 11" West 1321.30 feet along the East boundary of the said NE1/4 NE1/4 of Section 20 to the POINT OF BEGINNING.

Parcel 4:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North 1/16 corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 89° 15'17" West 1321.67 feet along the South boundary of the said Southeast Quarter of Section 17 to a found brass cap marking the East 1/16 corner common to said Sections 17 and 20; thence continuing along the said South boundary of the Southeast Quarter of Section 17,

North 89° 14'40" West 1021.35 feet to a set 5/8-inch iron pin marking the REAL POINT OF BEGINNING; thence continuing

North 89° 14'40" West 302.06 feet along the said South boundary of the Southeast Quarter of Section 17 to a found brass cap marking the South Quarter corner of said Section 17; thence

North 00° 37'48" East 675.32 feet along the West boundary of the said Southeast Quarter of Section 17 to a point lying on the centerline of the South Canal; thence along the said centerline of the South Canal the following courses and distances:

North 33° 30'10" East 490.30 feet to a point of curve to the right; thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11° 49'51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears

North 39° 25'05" East to the point of ending of said curve; thence

North 45° 20'01" East 268.70 feet to a point lying on the centerline of an existing lateral; thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances

North 44° 08'59" West 219.97 feet to a point of curve to the right; thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31° 44'32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears

North 28° 16'43" West to the point of ending of said curve; thence

North 12° 24'27" West 378.33 feet to a point of curve to the left; thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64° 56'35", a radius of 39.09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears

North 44° 52'44" West to the point of ending of said curve;

North 77° 21'02" West 25.00 feet to a point of curve to the left; thence along said curve to the left a distance of 187.33 feet, said curve having a delta of 75° 21'23", a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears

North 64° 58'17" East to the point of ending of said curve; thence

North 27° 17'35" East 93.93 feet to a point of curve to the right thence along said curve to the right a distance of 99.20 feet, said curve having a delta of 17° 45'39", a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears

North 36° 10'25" East to the point of ending of said curve; thence

North 45° 03'14" East 399.43 feet to a point lying on the North boundary of the said Southeast Quarter of Section 17 and along the centerline of Pasco Road; thence leaving the said centerline of the existing lateral,

South 89° 10'58" East 1893.88 feet along the said North boundary of the Southeast Quarter of Section 17 and along the said centerline of Pasco Road to a set 5/8 inch iron pin marking the Quarter corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8 inch iron pin which bears

South 89° 16'38" East 40.00 feet; thence

South 00° 36'01" West 1821.79 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

North 84° 16'16" West 357.52 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 137.12 feet, said curve having a delta of 27° 02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears

South 82° 41'17" West to a set 5/8 inch iron pin marking the point of ending of said curve; thence

North 83° 47'16" West 510.16 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 223.19 feet, said curve having a delta of 82° 37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears

North 42° 28'40" West to a set 5/8 inch iron pin marking the point of ending of said curve and also marking a point of curve to the left; thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of 100° 07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears

South 50° 11'56" West to the POINT OF BEGINNING.

Parcel 5:

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

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence

North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin said pin marking the REAL POINT OF BEGINNING; thence continuing

North 00°36'01" East 1806.83 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin lying on the centerline of an existing County Road; thence along the said centerline of said existing County Road the following courses and distances:

South 60°05'49" East 86.07 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears South 37°55'39" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

South 15°45'29" East 213.96 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears South 02°21'55" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

South 11°01'39" West 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears South 06°40'11" West to a set 5/8" iron pin marking the point of ending of said curve to the left; thence leaving the said centerline of said existing County Road

North 84°16'16" West 25.36 feet to the POINT OF BEGINNING.

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

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

A parcel of land lying in a portion of the W ½ SW ¼ of Section 16 and a portion of the E ½ SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Pasco Road and marking the C ¼ Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said Brass Cap bears North 89°10'58" West 2643. 72 feet from a found 5/8" iron pin marking the E ¼ Corner of said Section 17; thence

South 89°10'58" East, 2294.51 feet along the said centerline of Pasco Road and the Northerly boundary of the said SE ¼ of Section 17 to a point, said point being witnessed by a set ½" iron pin which bears South 02°55'26" East 25.05 feet, said point also

marking the REAL POINT OF BEGINNING; thence continuing along the said centerline of Pasco Road and the said Northerly boundary of the SE ¼ of Section 17,

South 89°10'58" East 293.68 feet to a point, said point being witnessed by a set ½" iron pin which bears South 33°01'04" West 29.54 feet; thence

South 33°01'04" West 88.09 feet to a set ½" iron pin, said pin marking a point of curve to the left; thence

Along said curve to the left a distance of 467.64 feet, said curve having a delta of 89°18'43", a radius of 300.00 feet, tangents of 296.42 feet, and a long chord of 421.71 feet which bears South 11°38'17" East to a set ½" iron pin marking the point of ending of said curve; thence

South 56°17'39" East 184.66 feet to a set ½" iron pin; thence

South 11°51'10" West 889.46 feet to a set ½" iron pin; thence

North 80°59'17" West 116.04 feet to a set ½" iron pin; thence North 00°55'15" West 789.94 feet to a set ½" iron pin; thence

North 14°58'58" West 181.80 feet to a set ½" iron pin; thence

North 36°12'31" West 163.85 feet to a set ½" iron pin; thence

North 09°56'03" West 104.45 feet to a set ½" iron pin; thence

North 02°55'26" West 245.65 feet to the POINT OF BEGINNING.

TRACT III

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

PARCEL 1:

SECTION 17:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

North 84° 16'16" West 245.99 feet to a point; thence

South 00° 36'01" West 568.91 feet to a set 1/2 inch iron pin, said pin marking the REAL POINT OF BEGINNING; thence

South 89° 23'59" East 50.00 feet to a set 1/2 inch iron pin; thence

South 00° 36'01" West 50.00 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 50.00 feet to a set 1/2 inch iron pin; thence

North 00° 36'01" East 50.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT B:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

South 84° 16'16" East 25.36 feet to a set 5/8 inch iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence long said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4° 02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears

North 04° 20'59" East to a point marking the REAL POINT OF BEGINNING; thence

South 84° 08'33" West 177.46 feet to a point of curve to the left; thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears

South 42° 22'17" West to the point of ending of said curve; thence

South 00° 36'01" West 586.81 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 20.00 feet to a point; thence

North 00° 36'01" East 586.81 feet to a point of curve to the right; thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears

North 42° 22'17" East to the point of ending of said curve; thence

North 84° 08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County, Road; thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears

South 06° 43'08" West to the point of ending of said centerline easement.

EXCEPTING THEREFROM any portion thereof lying within the existing County Road.

ALSO TOGETHER WITH:

EASEMENT C:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the REAL POINT OF BEGINNING; thence

South 89° 46'50" West 195.03 feet to a point; thence

North 00° 36'01" East 10.00 feet to a point; thence

North 89° 46'50" East 195.03 feet to a point lying on the said East boundary of the Southeast Quarter of Section 17, said point bears

South 00° 36'01" West 2372.66 feet from a set 5/8 inch iron pin marking the East Quarter Corner of said Section 17; thence

South 00° 36'01" West 10.00 feet along the said East boundary of the Southeast Quarter of Section 17 to the REAL POINT OF BEGINNING.

ALSO TOGETHER WITH:

EASEMENT D:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20. Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING; thence
North 89° 15'17" West 12.95 feet along the South boundary of the Southeast Quarter of Section 17 to a point, said point bears South 89° 15'17" East 1308.72 feet from a found brass cap marking the East Sixteenth Corner common to said Sections 17 and 20; thence
North 38° 42'06" West 287.43 feet to a set 1/2 inch iron pin; thence
North 00° 36'01" East 15.79 feet to a point; thence
South 38° 42'06" East 307.87 feet to the REAL POINT OF BEGINNING.

PARCEL 2:

SECTION 21:

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

PARCEL 3:

SECTION 28:

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

PARCEL 4:

SECTION 29:

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

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:

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

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

EASEMENT No. 2:

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

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

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

EASEMENT No. 3:

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

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

~~TRACT IV:~~

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

~~Section 14:~~	~~SW1/4SE1/4 and the S1/2SW1/4~~	
~~Section 15:~~	~~The SE1/4NE1/4, the SE1/4 and the E1/2SW1/4~~	DEEDED TO MURPHY FLAT FARM
~~Section 21:~~	~~The SE1/4SE1/4~~	
~~Section 22:~~	~~The E1/2, the SW1/4, and the E1/2NW1/4~~	
~~Section 23:~~	~~The W1/2 and the W1/2E1/2~~	
~~Section 26:~~	~~The W1/2 and the W1/2E1/2~~	
~~Section 27:~~	~~ALL~~	
~~Section 34:~~	~~The N1/2NE1/4 and the NE1/4NW1/4~~	

No. W 82873	Reinstatement Annual Report Form ADMIN DISSOLVED 07/08/2010	2. Registered Agent and Office (NOT A P.O. BOX)
Return to: SECRETARY OF STATE 450 N 4th STREET PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address: Correct in this box if needed. DESERT FARMS REAL ESTATE, LLC DALE VAN ES 8222 DESERT DR MARSING ID 83639	DALE VAN ES 8222 DESERT DR MARSING ID 83639
REINSTATEMENT FEE DUE: $30.00		3. New Registered Agent Signature.

4. Limited Liability Companies: Enter Names and Addresses of Managers OR Members. See Instructions.

Manager or Member	Name	Street or PO Address	City	State	Country	Postal Code
Manager [ ] Member [X]	DALE VAN ES	8222 DESERT DRIVE	MARSING	ID	USA	83639
Manager [X] Member [ ]	JACKIE VAN ES	8222 DESERT DRIVE	MARSING	ID	USA	83639
Manager [ ] Member [ ]						
Manager [ ] Member [ ]						

5. Organized Under the Laws of:	6. Signature:	Date:
IDAHO W 82873	Name (type or print): DALE VAN ES	12/27/12 Title: MANAGER

Issued 12/26/2012 by JL1

INSTRUCTIONS FOR THE IDAHO ANNUAL REPORT FORM

ATTACHMENT 6

LIEN HOLDER AUTHORIZATION

Rabo AgriFinance

January 30, 1013

SPF Water Engineering, LLC
Attn: Lori Graves
300 E Mallard Dr. Ste. 350
Boise ID 83706

Judy Cochran
Loan Closing Department
Office Address 12443 Olive Blvd, Suite 50, St. Louis, MO 63141
Postal Address P.O. Box 411995, St. Louis, MO 63141
Tel 314-317-8000
Fax 877-655-9513

RE: Application for Transfer of Water Rights for
Dale and Jackie Van Es

Dear Lori,

Rabo Agrifinance, Inc. is aware of the Application for Transfer of Water Rights for the Dale and Jackie Van Es property involving water right nos. 2-10238 through 2-10243 and 57-2254. It is understood the purpose of the transfer application is to reflect an integrated irrigation system and permissible place of use on all water rights for irrigation flexibility.

Rabo Agrifinace, Inc. currently has a security interest in the above-referenced water rights. Rabo approves the transfer being proposed on this property and request our security interest continue through the transfer approval.

Sincerely,

Judy Cochran
AVP

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 30th day of January, 2013, before me, Tammy R. Christopher, a Notary Public within and for said County, personally appeared Judy Cochran, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Tammy R. Christopher
Notary Public
Tammy R. Christopher
Name printed

My commission expires:

TAMMY R. CHRISTOPHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: June 14, 2016
Commission Number: 12568788

TRANSFER No. 78429

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. All	Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use			Source & Tributary
☑	☐	57-2254	1.09/319.5	Irrigation	4/1	to	10/31	Ground Water
☑	☐	2-10238	0.72/366.9	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑	☐	2-10239	3.28/1680.6	Irrigation	315	to	11/15	Snake R., Colombia R.
☑	☐	2-10240	0.48/246.0	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑	☐	2-10241	2.21/1126.5	Irrigation	3/15	to	11/15	Snake R., Colombia R.
☑	☐	2-10242	1.2/201.6	Irrigation	3/1	to	11/15	Snake R., Colombia R.
☑	☐	2-10243	5.49/923.4	Irrigation	3/1	to	11/15	Snake R., Colombia R.
☐	☐					to		
☐	☐					to		

Total authorized under rights 14.47 cfs and/or 4,864.5 ac-ft

2. Total amount of water proposed to be transferred or changed 14.47 cubic feet per second and/or 4,864.5 acre-feet per annum.

3. Point(s) of Diversion:

☑ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	4W	16										20	29						49
		17													2	7	37	30	76
		20	33			40												21	94
		21		40	40		40	40	40	40	40	40	40	40		40	40		480
		28		40			40	40	40	40	40	40	40						320
		29	40		40	40									40	40		40	240

Total Acres (for irrigation use) 1027 w/i 1259

SUPERSEDED BY AMENDED PG SUBMITTED 1/27/14. - AG 1/27/14

TRANSFER No. 78429

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

☑ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a.**

☑ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b.** If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

☑ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: Ground water right 57-2254 with a 1962 priority date was developed as the primary source for 71 acres irrigation. Later in priority Snake River water rights 2-10238, 2-10240 and 2-10242 authorize irrigation of 181 acres within a 193-acre ppu. This ppu includes 65 acres licensed under right 57-2254 (6 acres in the N1/2SE on right 57-2254 are outside the ppu). As a result, the 193-acre ppu consists of 12 acres (193 - 181) irrigated with only ground water, 53 acres (65 - 12) irrigated with primary ground water and supplemental Snake River water, and 128 acres (181 - 53) irrigated with only Snake River water.

FOR DEPARTMENT USE ONLY

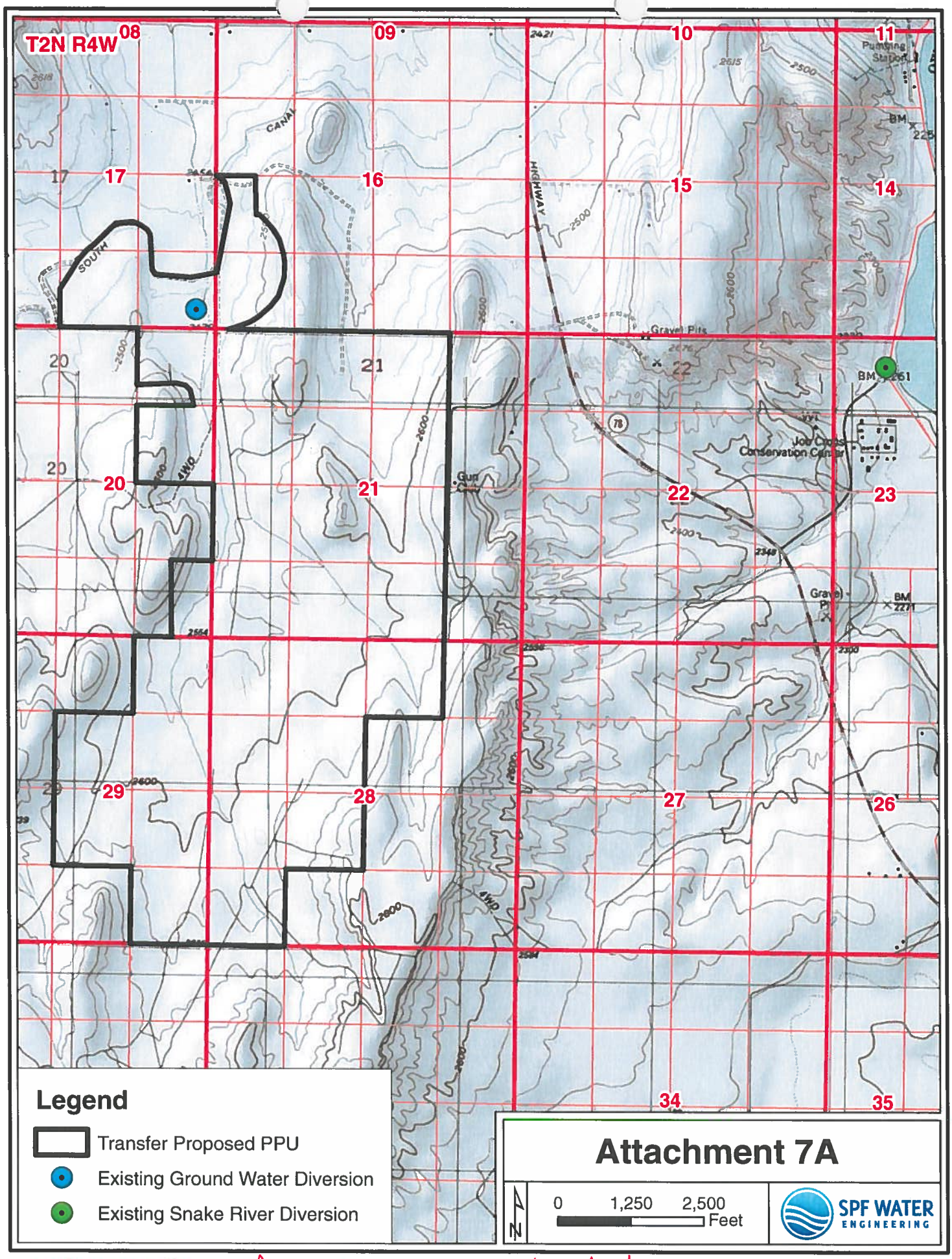
Transfer contains 18 pages and 5 attachments.

Received by RS Date 2.8.13 Prelim. Check by AG Date 12/23/13

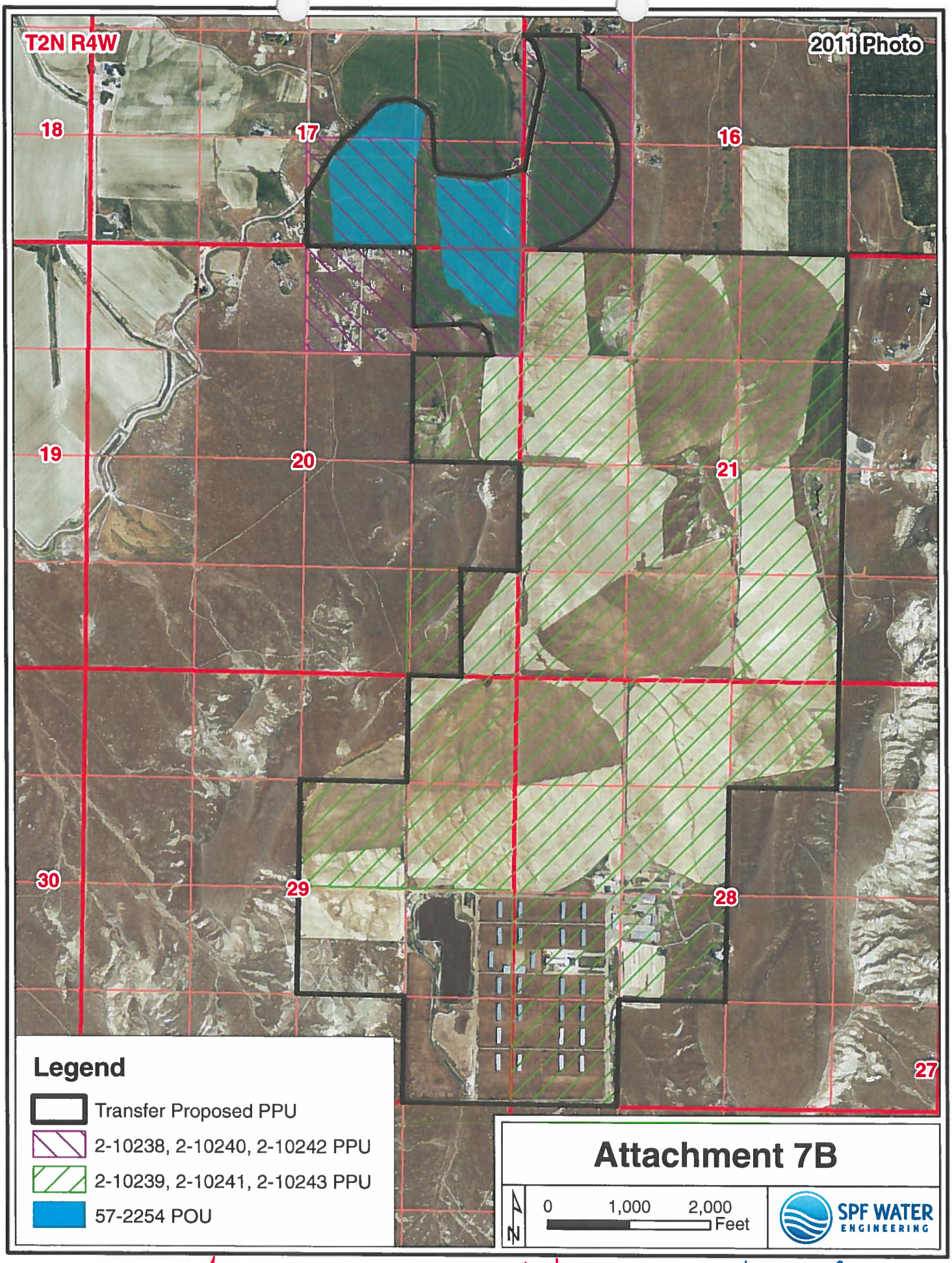
Fee Paid 1720.00 Date 2.8.13 Receipted by RS Receipt # W040855

Add'l Fee Paid LS REFUNDED $100 Date 2/11/2013 $1620.00 PD CORRECT FEE - AG 12/23/13 Receipted by _____ Receipt # _____

SUPERSEDED BY AMENDED PAGE RECEIVED 1/27/14. -AG



SUPERSEDES PRIOR AMENDED PAGE RECEIVED 1/27/14. AG TRANSFER NO. 78429



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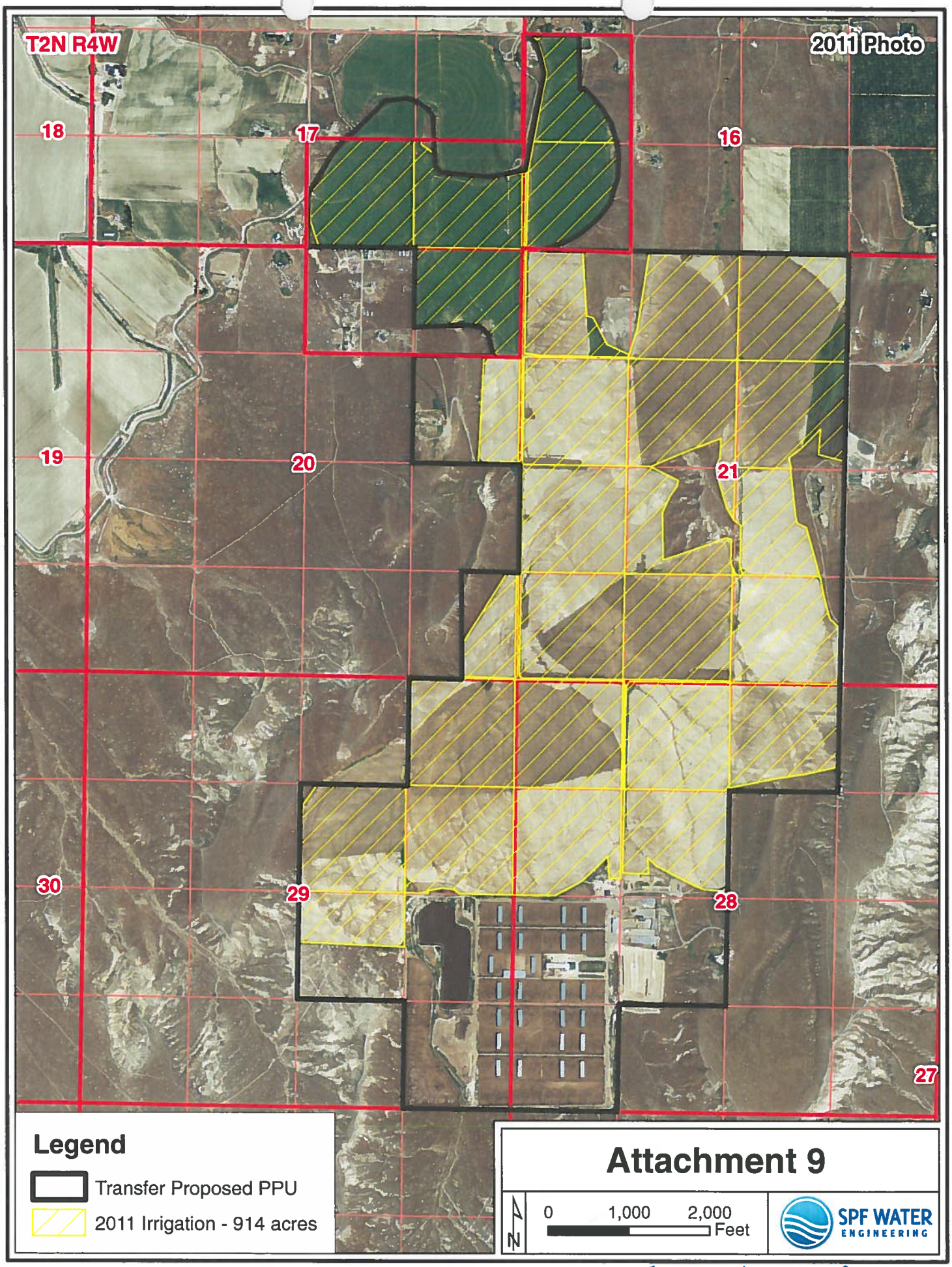


SUPERSEDED BY AMENDED PAGE RECEIVED 1/27/14. TRANSFER No. 78429

Warranty Deed

The Grantor is **Leslie Loucks** and **Lavada Loucks**, husband and wife, (herein called grantor).

The Grantee is **Dale Van Es** and **Jackie Van Es**, husband and wife, (herein called grantee) whose current address is: 8222 Desert Dr. Marsing, Idaho 83639.

For VALUE RECEIVED, the grantor hereby grants, bargains, sells and conveys unto the grantee that real property herein or "the premises" situated in Owyhee County, Idaho, and described as follows:

Together with all water rights, ditch rights, rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection there with.

(property description attached)

SUBJECT TO each of the following:

(Taxes prorated by date) All taxes, both general and special levied against the premises by any taxing unit for any purpose including but not limited to irrigation, drainage, bonds and special improvements prorated for the period of time of and after the date of: March 13 2006 with the grantor to pay before delinquency all such taxes prorated for the period of time after such date.

(Patents or state grants) All reservations in patents or state grants or in the laws of authorizing the issuance thereof

(Bonded debt of taxing units) The bonded debt of all taxing units

(Local improvements) Any taxes for local improvements not now completed

(Zoning requirements, etc.) All zoning requirements and restrictions imposed by any governmental unit.

(Building codes, etc.) All requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit.

(Irrigation district contracts) All repayment contracts between the Gem Irrigation District and the United States.

SUPERSEDED BY RECORDED DEED (INST #277861) RECEIVED 1/27/14. -AG

(Restrictions, etc. of record) All restrictions, covenants, servitudes, limitations, conditions and prohibitions of record or provided by law

(All rights of way) All rights of way under, over and across the premised regardless of how evidenced or acquired and whether the same appear of record or not

EASEMENTS CONVEYED: The grantor hereby conveys to the grantee each easement which is described in the recorded document.

Each such easement is conveyed on the terms and conditions following:

1. Each such easement shall continue forever, shall be appurtenant to the premised and shall never be severed from the premises.

2. Each easement is nonexclusive and the grantee and each other parcel owner to whom the grantor conveys such easement shall have an equal right to use each such easement.

3. Each parcel owner who has the right to use each such easement shall use the same so as not to unreasonably interfere with the use thereof by each other parcel owner who has the right to use such easement.

4. Each such easement which is for a road shall not be fenced or gated or otherwise obstructed. Each such easement which is for any purpose except a road shall be kept reasonably free of fences and structures which would interfere with the construction, maintenance, repair and reconstruction of such easement.

5. If any such easement is for a road and is also for other allowed purposed shall be constructed and installed under or across such easement in a manner which does not unreasonably interfere with and does not obstruct such road.

6. Each such easement shall be constructed, maintained, repaired and reconstructed as necessary to keep such easement in a good and serviceable condition for the uses and purposes designated in such easement.

7. All costs of constructing, maintaining, repairing and reconstructing each such easement shall be shared equally between or among those parcel owners who have the right to use each such easement.

EASEMENTS RESERVED: The grantor hereby reserves each easement on the premises which is described in the recorded document.

1. Each such easement shall continue forever, shall be appurtenant to each parcel described in the recorded document which the grantor conveys the right to the use of such easement and shall never be severed from such parcel or parcels.

2. Each such easement is nonexclusive and the grantee and each other parcel owner to whom the grantor conveys such easement shall have an equal right to use each such easement.

3. Each parcel owner who has the right to use such easement shall so use the same so as not to unreasonably interfere with the use hereof by each other parcel owner who has the right to use such easement.

4. Each such easement which is for a road shall not be fenced or gated or otherwise obstructed. Each such easement which is for any purpose except a road shall be kept reasonably free of fences and structures which would interfere with the construction, maintenance, repair and reconstruction of such easement.

5. If any such easement is for a road and is also for other allowed purposes, then all improvements and structures constructed or installed for such other allowed purposes shall be constructed and installed under or over or across such easement in a manner which does not unreasonably interfere with and does not obstruct such road.

DEFINITIONS: When used in this deed, the terms following shall have the meanings following:

— "person" means and includes each natural person, partnership, corporation, trust, estate, governmental unit and every other legal entity known to or recognized by the law.

— "successor" means each personal representative, executor, administrator, heir, devisee, legatee, assignee, transferee and other successor of a party of the parties designated.

— "recorded document" means that affidavit entitled "Record of Survey" which was recorded in the office of the Recorder for Owyhee County, Idaho.

— "subject property" means the real property so designated in and described in the recorded document.

— "parcel" means a part of the subject property which is so designated in and is separately described in the recorded document.

— "parcel owner" means a person who is the legal or equitable owner of any of the separate parcels of real estate described in the recorded document.

(Singular terms) Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

(Plural terms) The plural of a singular term defined herein shall have the same meaning or make the same references as that singular term but in the plural.

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever and the grantor hereby covenants to and with the grantee as follows: that the grantor is the owner in fee simple of the premises; that the premises are free and clear of all liens and encumbrances except those described above to which this deed is expressly made subject; and that the grantor will arrant: and defend the premises from all lawful claims whatsoever.

DATED: March 13, 2006

SIGNED BY GRANTOR:

Leslie Loucks — 3-13-06
Name: **Leslie Loucks** — Date signed

Lavada Loucks — 3-13-06
Name: **Lavada Loucks** — Date signed

SIGNED BY GRANTEE:

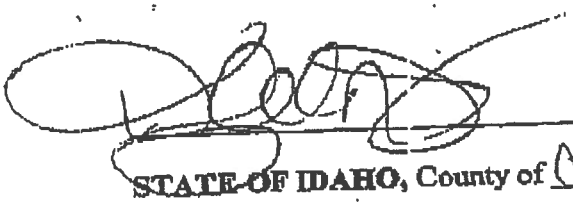
Dale Van Es — 3-13-06
Name: **Dale Van Es** — Date signed

Jackie Van Es — 3-13-06
Name: **Jackie Van Es** — Date signed

STATE OF IDAHO, County of Canyon

On this date, before me, the undersigned notary public for such state, personally appeared **Leslie Loucks** and **Lavada Loucks**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me they executed the same.

WITNESS my hand and seal on March 13, 2006

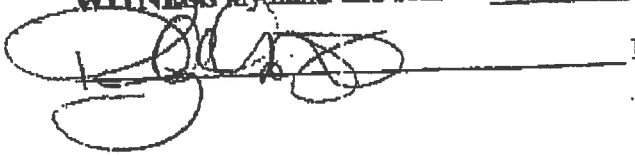


Notary Public for Idaho.

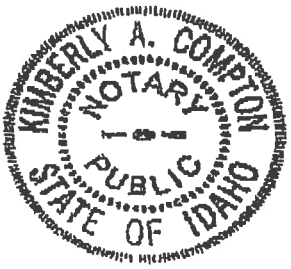
STATE OF IDAHO, County of Ada

On this date, before me, the undersigned notary public for such state, personally appeared **Dale Van Es** and **Jackie Van Es**, husband and wife known to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on March 13, 2009

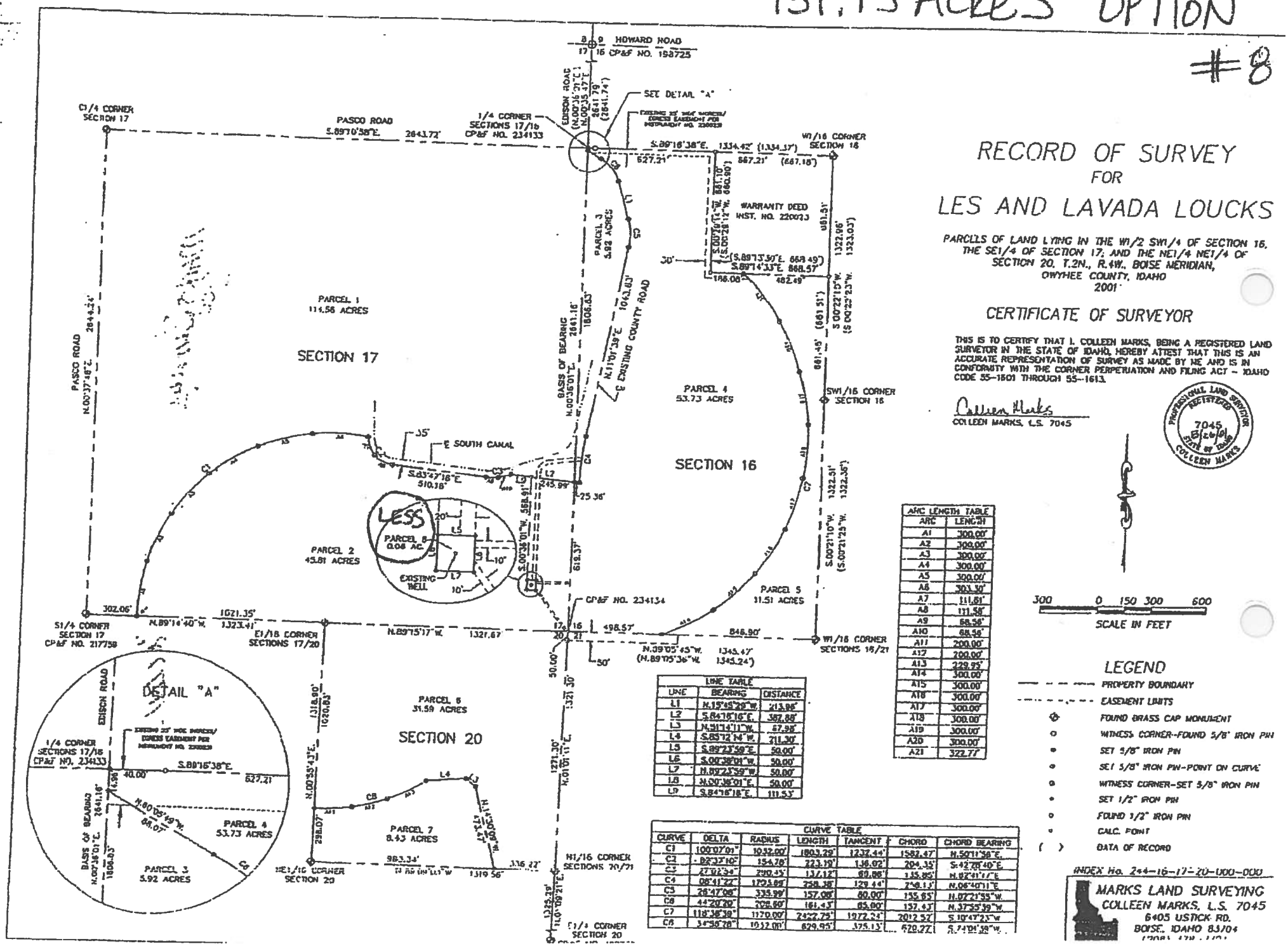


Notary Public for Idaho.



131.13 ACRES OPTION

#8



RECORD OF SURVEY
FOR
LES AND LAVADA LOUCKS

PARCELS OF LAND LYING IN THE W1/2 SW1/4 OF SECTION 16, THE SE1/4 OF SECTION 17; AND THE NE1/4 NE1/4 OF SECTION 20, T.2N., R.4W., BOISE MERIDIAN, OWYHEE COUNTY, IDAHO
2001

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS AN ACCURATE REPRESENTATION OF SURVEY AS MADE BY ME AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT – IDAHO CODE 55–1601 THROUGH 55–1613.

Colleen Marks
COLLEEN MARKS, L.S. 7045

PROFESSIONAL LAND SURVEYOR REGISTERED 7045 12/6/01 STATE OF IDAHO COLLEEN MARKS

ARC LENGTH TABLE	
ARC	LENGTH
A1	300.00'
A2	300.00'
A3	300.00'
A4	300.00'
A5	300.00'
A6	303.30'
A7	111.61'
A8	111.58'
A9	68.56'
A10	68.56'
A11	200.00'
A12	200.00'
A13	229.95'
A14	300.00'
A15	300.00'
A16	300.00'
A17	300.00'
A18	300.00'
A19	300.00'
A20	300.00'
A21	322.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.15°45'29"W.	213.96'
L2	S.84°16'16"E.	382.88'
L3	N.50°14'11"W.	67.98'
L4	S.85°12'14"W.	711.30'
L5	S.89°23'59"E.	50.00'
L6	S.00°36'01"W.	50.00'
L7	N.89°23'59"W.	50.00'
L8	N.00°36'01"E.	50.00'
L9	S.84°16'16"E.	111.53'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	100°07'01"	1032.00'	1803.29'	1232.44'	1582.47'	N.50°11'58"E.
C2	08°23'10"	154.78'	223.19'	136.02'	204.35'	S.42°28'40"E.
C3	27°02'34"	210.45'	137.12'	69.86'	135.85'	N.82°41'17"E.
C4	08°41'22"	170.88'	258.38'	129.44'	234.13'	N.06°40'11"E.
C5	28°47'08"	335.29'	157.08'	80.00'	155.65'	N.07°21'55"W.
C6	44°20'20"	208.80'	161.43'	85.00'	157.43'	N.37°35'39"W.
C7	118°38'38"	1170.00'	2422.75'	1972.24'	2012.52'	S.10°49'23"W.
C8	34°56'28"	1032.00'	629.95'	325.13'	620.27'	S.74°04'38"W.

300 0 150 300 600
SCALE IN FEET

LEGEND

- PROPERTY BOUNDARY
- EASEMENT LIMITS
- FOUND BRASS CAP MONUMENT
- WITNESS CORNER–FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN
- SET 5/8" IRON PIN–POINT ON CURVE
- WITNESS CORNER–SET 5/8" IRON PIN
- SET 1/2" IRON PIN
- FOUND 1/2" IRON PIN
- CALC. POINT
- ( ) DATA OF RECORD

INDEX No. 2s4–16–17–20–000–000

MARKS LAND SURVEYING
COLLEEN MARKS, L.S. 7045
6405 USTICK RD.
BOISE, IDAHO 83704

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

#8

PROPERTY DESCRIPTION
131.13 ACRES

Parcels of land being portions of Sections 16, 17 and 20, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described as follows:

SECTION 16:

A parcel of land being a portion of the W1/2 SW1/4 of Section 16, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet, said point also marking the REAL POINT OF BEGINNING;

thence N.00°36'01"E. 819.37 feet along the west boundary of the said W1/2 SW1/4 of Section 16 to a set 5/8" iron pin;

thence S.84°16'16"E. 25.36 feet to a set 5/8" iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right;

thence along the said centerline of said existing County Road the following courses and distances:

along said curve to the right, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears N.06°40'11"E. to a set 5/8" iron pin marking the point of ending of said curve to the right;

thence N.11°01'39"E. 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left;

thence along said curve to the left, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet

Colleen Marks, L.S. 7045 • 6405 Uhlik Road • Boise, ID 83704 • (208) 378-7703

which bears N.02°21'55"W. to a set 5/8" iron pin marking the point of ending of said curve to the left;

thence N.15°45'29"W. 213.96 feet to a set 5/8" iron pin marking a point of curve to the left;

thence along said curve to the left, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears N.37°55'39"W. to a set 5/8" iron pin marking the point of ending of said curve to the left;

thence N.60°05'49"W. 86.07 feet to a set 5/8" iron pin lying on the said west boundary of the W1/2 SW1/4 of Section 16;

thence leaving the said centerline of said existing County Road, N.00°36'01"E. 14.96 feet along the said west boundary of the W1/2 SW1/4 of Section 16 to a set 5/8" iron pin marking the 1/4 Corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears S.89°16'38"E. 40.00 feet;

thence S.89°16'38"E. 667.21 feet along the north boundary of the said W1/2 SW1/4 of Section 16 to a found 1/2" iron pin;

thence S.00°29'14"W. 661.10 feet (formerly S.00°29'12"W. 660.90 feet) to a found 1/2" iron pin;

thence S.89°14'33"E. (formerly S.89°13'30"E.) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right, a distance of 2422.76 feet, said curve having a delta of 118°38'39", a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears S.10°47'23"W. to a set 5/8" iron pin marking the ending of said curve to the right and lying on the south boundary of the said W1/2 SW1/4 of Section 16;

thence N.89°05'45"W. (formerly N.89°05'36"W.) 498.57 feet along the said south boundary of the W1/2 SW1/4 of Section 16 to the point of beginning, containing 53.73 acres, more or less.

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

SUBJECT TO:

A 25 foot wide ingress and egress easement lying in a portion of the W1/2 SW1/4 of Section 16, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described under Instrument Number 2200231.

ALSO SUBJECT TO:

An ingress, egress, maintenance, utility and drainage easement lying in a portion of the W1/2 SW1/4 of Section 16, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at a set 5/8" iron pin marking the 1/4 Corner common to Sections 16 and 17, T.2N., R.4W., B.M., Ada County, Idaho, said pin also being witnessed by a found 5/8" iron pin which bears S.89°16'38"E. 40.00 feet; thence S.89°16'38"E. 667.21 feet along the north boundary of the said W1/2 SW1/4 of Section 16 to a found 1/2" iron pin marking the REAL POINT OF BEGINNING;

thence S.00°29'14"W. 661.10 feet (formerly S.00°29'12"W. 660.90 feet) to a found 1/2" iron pin;

thence S.89°14'33"E. (formerly S.89°13'30"E.) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right, a distance of 45.00 feet, said curve having a delta of 02°12'14", a radius of 1170.00 feet, tangents of 22.50 feet, and a long chord of 45.00 feet which bears S.47°25'50"E. to a point marking the ending of said curve to the right;

thence N.89°14'33"W. 249.48 feet to a point;

thence N.00°29'14"E. 666.08 feet to a point;

thence N.89°16'38"W. 637.26 feet to a point lying on the west boundary of the said W1/2 SW1/4 of Section 16;

thence N.00°36'01"E. 25.00 feet along said W1/2 SW1/4 of Section 16 to a set 5/8" iron pin marking the 1/4 Corner common to said Sections 16 and 17;

thence S.89°16'38"E. 667.21 feet along the north boundary of the said W1/2 SW1/4 of Section 16 to the point of beginning, containing 0.98 acres, more or less.

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ALSO SUBJECT TO:
Any additional easements or rights of way of record or in use.

SECTION 17:

A parcel of land lying in the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet, said point also being the REAL POINT OF BEGINNING;

thence N.89°15'17"W. 1321.67 feet along the south boundary of the said SE1/4 of Section 17 to a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20;

thence continuing along the said south boundary of the SE1/4 of Section 17, N.89°14'40"W. 1021.35 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right, a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears N.50°11'56"E. to a set 5/8" iron pin marking the ending of said curve to the right and also marking a point of curve to the left;

thence along said curve to the left, a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears S.42°28'40"E. to a set 5/8" iron pin marking the ending of said curve to the left;

thence S.83°47'16"E. 510.16 feet to a set 5/8" iron pin marking a point of curve to the left;

thence along said curve to the left, a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

which bears N.82°41'17"E. to a set 5/8" iron pin marking the ending of said curve to the left;

thence S.84°16'16"E. 357.52 feet to a set 5/8" iron pin lying on the east boundary of the said SE1/4 of Section 17;

thence S.00°36'01"W. 819.37 feet along the said east boundary of the SE1/4 of Section 17 to the point of beginning, containing 45.87 acres, more or less.

EXCEPTING THEREFROM:

A parcel of land lying in a portion of the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet; thence N.00°36'01"E. 819.37 feet along the east boundary of the said SE1/4 of Section 17 to a set 5/8" iron pin; thence N.84°16'16"W. 245.99 feet to a point; thence S.00°36'01"W. 568.91 feet to a set 1/2" iron pin, said pin marking the REAL POINT OF BEGINNING;

thence S.89°23'59"E. 50.00 feet to a set 1/2" iron pin;

thence S.00°36'01"W. 50.00 feet to a set 1/2" iron pin;

thence N.89°23'59"W. 50.00 feet to a set 1/2" iron pin;

thence N.00°36'01"E. 50.00 feet to the point of beginning, containing 0.06 acres, more or less.

SUBJECT TO:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW1/4 of Section 16 and a portion of the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho, said easement being more particularly described as follows:

Continued on next page

#8

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet; thence N.00°36'01"E. 819.37 feet along the east boundary of the said SE1/4 of Section 17 to a set 5/8" iron pin; thence S.84°16'16"E. 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears N.04°20'59"E. to a point, said point marking the REAL POINT OF BEGINNING;

thence S.84°08'33"W. 177.46 feet to a point of curve to the left;

thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears S.42°22'17"W. to the point of ending of said curve;

thence S.00°36'01"W. 586.81 feet to a set 1/2"iron pin;

thence N.89°23'59"W. 20.00 feet to a point;

thence N.00°36'01"E. 586.81 feet to a point of curve to the right;

thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears N.42°22'17"E. to the point of ending of said curve;

thence N.84°08'33"E. 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears S.06°43'08"W. to the point of beginning, containing 0.40 acres, more or less.

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

ALSO SUBJECT TO:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet; thence N.00°36'01"E. 258.50 feet along the east boundary of the said SE1/4 of Section 17 to a point, said point marking the REAL POINT OF BEGINNING;

thence S.89°46'50"W. 195.03 feet to a point;

thence N.00°36'01"E. 10.00 feet to a point;

thence N.89°46'50"E. 195.03 feet to a point lying on the said east boundary of the SE1/4 of Section 17, said point bears S.00°36'01"W. 2372.66 feet from a set 5/8" iron pin marking the E1/4 Corner of said Section 17;

thence S.00°36'01"W. 10.00 feet along the said east boundary of the SE1/4 of Section 17 to the point of beginning, containing 0.04 acres, more or less.

ALSO SUBJECT TO:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet, said point also being the REAL POINT OF BEGINNING;

thence N.89°15'17"W. 12.95 feet along the south boundary of the said SE1/4 of Section 17 to a point, said point bears S.89°15'17"E. 1308.72 feet from a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20;

thence N.38°42'06"W. 287.43 feet to a set 1/2" iron pin;

thence N.00°36'01"E. 15.79 feet to a point;

thence S.38°42'06"E. 307.87 feet to the point of beginning, containing 0.07 acres, more or less.

ALSO SUBJECT TO:
Any additional easements or rights of way of record or in use.

SECTION 20:

A parcel of land lying in the NE1/4 NE1/4 of Section 20, T.2N., R.4W.,B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of said Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the REAL POINT OF BEGINNING;

thence N.89°09'03"W. 336.22 feet along the south boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin;

thence N.14°30'09"W. 473.47 feet to a set 5/8" iron pin;

thence N.51°14'11"W. 67.98 feet to a set 5/8" iron pin;

thence S.85°12'14"W. 211.30 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34°58'28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22

Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, ID 83704 • (208) 378-7703

feet which bears S.74°01'39"W. to a set 5/8" iron pin lying on the west boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve;

thence N.00°55'43"E. 1020.83 feet along the said west boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20;

thence S.89°15'17"E. 1321.67 feet along the north boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S°01°01'11"W. 50.00 feet;

thence S.01°01'11"W. 1321.30 feet along the east boundary of the said NE1/4 NE1/4 of Section 20 to the point of beginning, containing 31.59 acres, more or less.

SUBJECT TO:
Any easements or rights of way of record or in use.

PROFESSIONAL LAND SURVEYOR
REGISTERED
7045
3/08/06
STATE OF IDAHO
COLLEEN MARKS

Colleen Marks

#8b

MARKS LAND SURVEYING

Colleen Marks, L.S. 7045 • 6405 Ustick Road • (208) 378-7703 • Fax (208) 378-7759

PROPERTY DESCRIPTION
PARCEL 1 SECTION 17 LESS THREE LOTS

A parcel of land lying in the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet; thence N.89°15'17"W. 1321.67 feet along the south boundary of the said SE1/4 of Section 17 to a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20; thence continuing along the said south boundary of the SE1/4 of Section 17, N.89°14'40"W. 1021.35 feet to a set 5/8" iron pin marking the REAL POINT OF BEGINNING;

thence continuing N.89°14'40"W. 302.06 feet along the said south boundary of the SE1/4 of Section 17 to a found Brass Cap marking the S1/4 Corner of said Section 17;

thence N.00°37'48"E. 675.32 feet along the west boundary of the said SE1/4 of Section 17 to a point lying on the centerline of the South Canal;

thence along the said centerline of the South Canal the following courses and distances:

N.33°30'10"E. 490.30 feet to a point of curve to the right;

thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11°49'51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears N.39°25'05"E. to the point of ending of said curve;

thence N.45°20'01"E. 268.70 feet to a point lying on the centerline of an existing lateral;

thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances:

N.44°08'59"W. 219.97 feet to a point of curve to the right;

MARKS LAND SURVEYING

Colleen Marks, L.S. 7045 • 6405 Ustick Road • (208) 378-7703 • Fax (208) 378-7759

thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31°44'32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears N.28°16'43"W. to the point of ending of said curve;

thence N.12°24'27"W. 378.33 feet to a point of curve to the left;

thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64°56'35", a radius of 39.09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears N.44°52'44"W. to the point of ending of said curve;

N.77°21'02"W. 25.00 feet to a point of curve to the left;

thence along said curve to the left a distance of 187.33 feet, said curve having a delta of 75°21'23", a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears N.64°58'17"E. to the point of ending of said curve;

thence N.27°17'35"E. 93.93 feet to a point of curve to the right;

thence along said curve to the right a distance of 99.20 feet, said curve having a delta of 17°45'39", a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears N.36°10'25"E. to the point of ending of said curve;

thence N.45°03'14"E. 399.43 feet to a point lying on the north boundary of the said SE1/4 of Section 17 and along the centerline of Pasco Road;

thence leaving the said centerline of the existing lateral, S.89°10'58"E. 1893.88 feet along the said north boundary of the SE1/4 of Section 17 and along the said centerline of Pasco Road to a set 5/8" iron pin marking the 1/4 Corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears S.89°16'38"E. 40.00 feet;

thence S.00°36'01"W. 1821.79 feet along the east boundary of the said SE1/4 of Section 17 to a set 5/8" iron pin;

thence N.84°16'16"W. 357.52 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet

MARKS LAND SURVEYING
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which bears S.82°41'17"W. to a set 5/8" iron pin marking the point of ending of said curve;

thence N.83°47'16"W. 510.16 feet to a set 5/8" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears N.42°28'40"W. to a set 5/8" iron pin marking the point of ending of said curve and also marking a point of curve to the left;

thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears S.50°11'56"W. to the point of beginning, containing 98.15 acres, more or less.

SUBJECT TO:
A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW1/4 of Section 16 and a portion of the SE1/4 of Section 17, T.2N., R.4W., B.M., Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, T.2N., R.4W., B.M., Owyhee County, Idaho; thence N.01°09'21"E. 1325.29 feet along the east boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said east boundary of the NE1/4 of Section 20, N.01°01'11"E. 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears S.01°01'11"W. 50.00 feet; thence N.00°36'01"E. 819.37 feet along the east boundary of the said SE1/4 of Section 17 to a set 5/8" iron pin; thence S.84°16'16"E. 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears N.04°20'59"E. to a point, said point marking the REAL POINT OF BEGINNING;

thence S.84°08'33"W. 177.46 feet to a point of curve to the left;

MARKS LAND SURVEYING
Colleen Marks, L.S. 7045 • 6405 Ustick Road • (208) 378-7703 • Fax (208) 378-7759

thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears S.42°22'17"W. to the point of ending of said curve;

thence S.00°36'01"W. 586.81 feet to a set 1/2"iron pin;

thence N.89°23'59"W. 20.00 feet to a point;

thence N.00°36'01"E. 586.81 feet to a point of curve to the right;

thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears N.42°22'17"E. to the point of ending of said curve;

thence N.84°08'33"E. 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

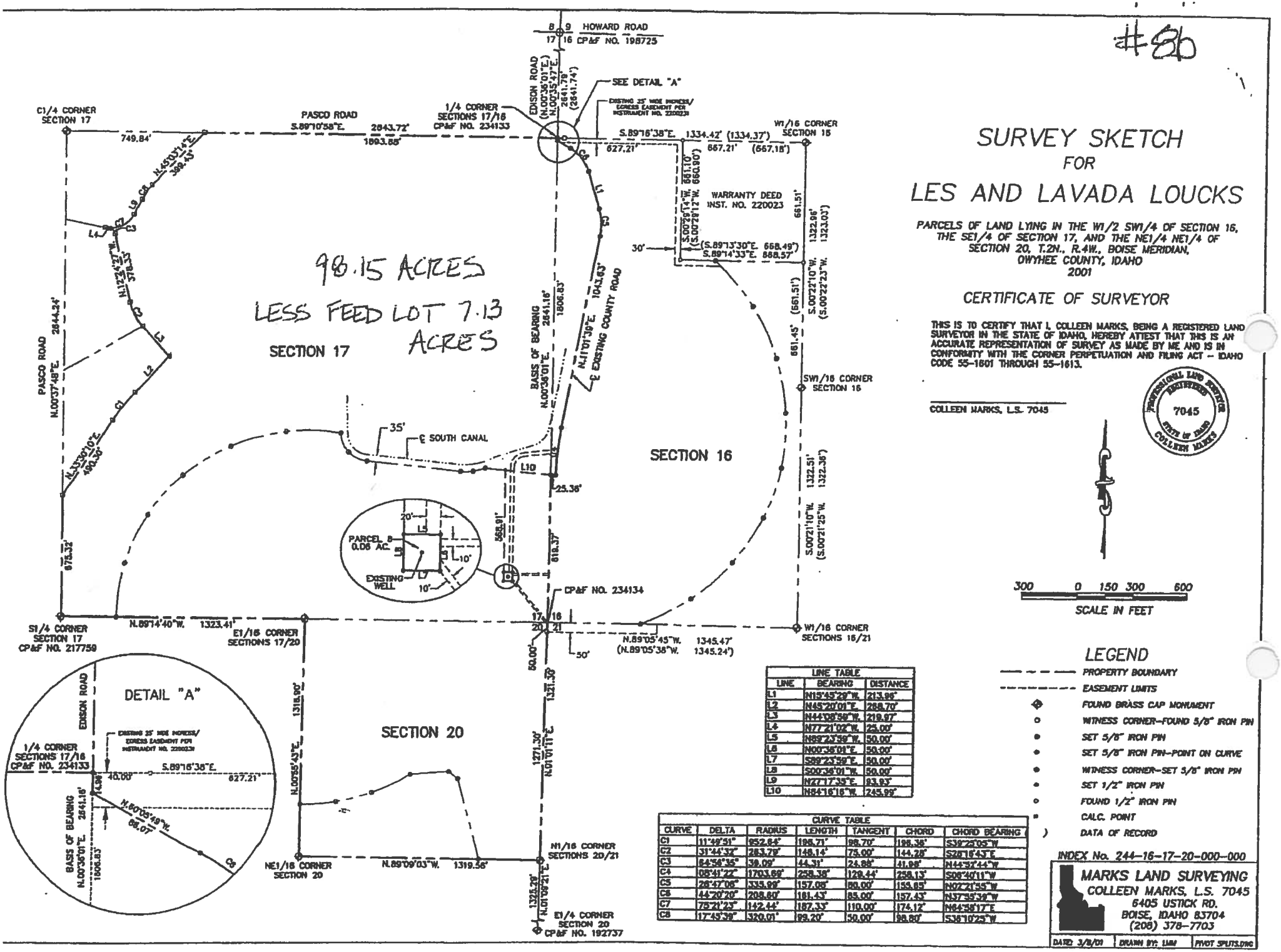
thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears S.06°43'08"W. to the point of beginning, containing 0.40 acres, more or less.

ALSO SUBJECT TO:
Any additional easements or rights of way of record or in use.

PROFESSIONAL LAND SURVEYOR
REGISTERED
7045
6/24/02
STATE OF IDAHO
COLLEEN MARKS

Colleen Marks

#86



SURVEY SKETCH
FOR
LES AND LAVADA LOUCKS

PARCELS OF LAND LYING IN THE W1/2 SW1/4 OF SECTION 16, THE SE1/4 OF SECTION 17, AND THE NE1/4 NE1/4 OF SECTION 20, T.2N., R.4W., BOISE MERIDIAN, OWYHEE COUNTY, IDAHO
2001

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS AN ACCURATE REPRESENTATION OF SURVEY AS MADE BY ME AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT – IDAHO CODE 55-1601 THROUGH 55-1613.

COLLEEN MARKS, L.S. 7045

PROFESSIONAL LAND SURVEYOR REGISTERED 7045 STATE OF IDAHO COLLEEN MARKS

300 0 150 300 600
SCALE IN FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N15°45'29"W.	213.96'
L2	N45°20'01"E.	288.70'
L3	N44°08'59"W.	219.87'
L4	N77°21'02"W.	25.00'
L5	N89°23'59"W.	50.00'
L6	N00°36'01"E.	50.00'
L7	S89°23'59"E.	50.00'
L8	S00°36'01"W.	50.00'
L9	N27°17'35"E.	83.93'
L10	N84°16'16"W.	245.99'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	11°49'51"	952.84'	196.71'	98.70'	196.36'	S39°25'05"W
C2	31°44'32"	283.79'	148.14'	75.00'	144.28'	S28°16'43"E
C3	84°56'35"	39.09'	44.31'	24.86'	41.98'	N44°37'44"W
C4	08°41'22"	1703.69'	258.38'	129.44'	258.13'	S08°40'11"W
C5	28°47'06"	335.98'	157.05'	80.00'	155.65'	N02°21'55"W
C6	44°20'20"	208.60'	161.43'	85.00'	157.45'	N37°35'36"W
C7	75°21'23"	142.44'	187.35'	110.00'	174.12'	N84°58'17"E
C8	17°45'39"	320.01'	99.20'	50.00'	98.80'	S36°10'25"W

LEGEND

- PROPERTY BOUNDARY
- EASEMENT LIMITS
- FOUND BRASS CAP MONUMENT
- WITNESS CORNER–FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN
- SET 5/8" IRON PIN–POINT ON CURVE
- WITNESS CORNER–SET 5/8" IRON PIN
- SET 1/2" IRON PIN
- FOUND 1/2" IRON PIN
- CALC. POINT
-) DATA OF RECORD

INDEX No. 244-16-17-20-000-000

MARKS LAND SURVEYING
COLLEEN MARKS, L.S. 7045
6405 USTICK RD.
BOISE, IDAHO 83704
(208) 378-7703

DATED: 3/8/01 | DRAWN BY: LMM | PIVOT SPLITS.DWG

DGV

RECEIVED
JAN 25 2013
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
LIC 02-10238	Yes ☐		Yes ☐		Yes ☐
LIC 02-10240	Yes ☐		Yes ☐		Yes ☐
LIC 02-10242	Yes ☐		Yes ☐		Yes ☐
PD 57-2254	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Leslie Loucks
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Douwe Van Es aka Dale Van Es and Jacoba N. Van Es aka Jackie Van Es
   Name of each new owner as listed on the conveyance document

   New owner continued Name connector ☐ **and** ☐ **or** ☐ **and/or**

   8222 Desert Dr
   Mailing address

   Marsing | ID | 83639
   City | State | ZIP

   Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 6-7-12.

6. This form must be signed and submitted with the following **REQUIRED** items:
   - A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

7. Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | 12-27-12 (Date)

   Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | 12-27-12 (Date)

For IDWR Office Use Only:

Receipted by MS Date 1/25/13 Receipt No. WCA0817 Receipt Amt. 100-

Approved by _____ Processed by _____ Date _____

Form 42-248/42-1409(6) Rev. 07/10

*SEE TRANSFER No. 78429 APPLICATION FOR DEEDS (INST. # 277861 + INST. # 279537) ASSOCIATED.

DEV

RECEIVED

JAN 25 2013

WATER RESOURCES
WESTERN REGION

Form 42-248(6) 3/07

STATE 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 Right

Please 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).: LIC 2-10238, LIC 2-10240, LIC 2-10242 and PD 57-2254

   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

   Rabo Agrifinance, Inc.
   12443 Olive Blvd, Ste 50
   St Louis MO 63141

4. Name of Water Right Owner/Claimant(s) Dale and Jackie Van Es

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) _____
   (and title if applicable) _____

For Office Use Only

Received by MS Date 1/25/13 Fee 100 —
Receipted by MS Date 1/28/13 Receipt No. W040817
Processed by _____ AJ Date _____ WR _____ Date _____

Sommer, Rachel

From: Sommer, Rachel
Sent: Thursday, February 13, 2014 9:57 AM
To: 'LEGALNOTICES@POSTREGISTER.COM'; 'LEGALS@LMTRIBUNE.COM'; 'LEGALS@MAGICVALLEY.COM'
Subject: Bonneville Legal Ad - Nez Perce Legal Ad - Twin Falls Legal Ad
Attachments: State Wide Cover Letter.docx; State Wide Legal Ad.docx

Good Morning Staci Dockery, Rachel Lambert and Ruby Aufderheide,

Please see the attached ad for publication on 2/20/2014 & 2/27/2014.

Please confirm these are okay to publish as shown.

Thank you,

Rachel Sommer
Administrative Assistant
Dept. of Water Resources
Western Regional Office
2735 Airport Way, Boise ID 83705
Phone 208-334-2190| Fax 208-334-2348
Email: rachel.sommer@idwr.idaho.gov

ATTN: Stacey Dockery:
NOTE BILLING ACCT # 00042190

February 13, 2014

POST REGISTER
PO BOX 1800
IDAHO FALLS, ID 83402

LEWISTON TRIBUNE
505 C ST PO BOX 957
LEWISTON, ID 83501

TIMES NEWS
PO BOX 548
TWIN FALLS, ID 83303-0548

RE: Transfer No. 78429
Amendment No. 79089/63-31741

Dear Legal Notice Departments:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/10/2014. Your cooperation is appreciated.

Sincerely,

Rachel Sommer
Administrative Assistant

Enclosures

The following applications have been filed to appropriate the public waters of the State of Idaho:

PROPOSED CHANGE OF WATER RIGHTS

Desert Farms Real Estate LLC c/o Dale and/or Jackie Van Es of 8222 Desert Dr. Marsing ID 83639 filed Application No. **78429** to transfer seven water rights with 1962 thru 1994 priority dates from ground water and the Snake River totaling 14.47 cfs. The purpose of the transfer is to authorize a permissible place of use for the rights surrounding the current place of use near Pascoe Lane between Hwy 95 and Hwy 78 approximately 3 miles south southwest of Marsing.

PROPOSED AMENDMENT OF WATER PERMIT

City of Kuna, PO Box 13, Kuna, ID, 83638, filed Application No. **79089** to amend Permit No. **63-31741** with a 2003 priority from ground water totaling 18.0 cfs for municipal use. The permit provides municipal water for property located within the City of Kuna service area. The applicant proposes to amend the permit to add two wells (1 existing and 1 proposed) to their system.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of $25.00 for each application on or before 3/10/2014. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/20/2014 and 2/27/2014

Sommer, Rachel

From: Sommer, Rachel
Sent: Thursday, February 13, 2014 9:49 AM
To: 'LEGALS@IDAHOSTATESMAN.COM'
Subject: Ada Legal Ad
Attachments: Ada Cover Letter.docx; Ada Legal Ad.docx

Good Morning Janice Hildreth,

Please see the attached ad for publication on 2/20/2014 & 2/27/2014.

Please confirm these are okay to publish as shown.

Thank you very much,

Rachel Sommer
Administrative Assistant
IDWR, Western Region
Office: 208-334-2190
Fax: 208-334-2348
rachel.sommer@idwr.idaho.gov

February 13, 2014

LEGAL NOTICE DEPARTMENT
IDAHO STATESMAN
PO BOX 40
BOISE, ID 83707

RE: Application for Permit No. 63-33862
Application for Transfer No. 78429
Application for Amendment No. 79089/63-31741

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/10/2014. Your cooperation is appreciated.

Sincerely,

Rachel Sommer
Administrative Assistant

Enclosures

The following applications have been filed to appropriate the public waters of the State of Idaho:

63-33862
SAM PAULEY
2980 S MIRACLE LN
MERIDIAN, ID 83642
Point of Diversion SESE S22 T03N R01W ADA County Source GROUND WATER
Use: IRRIGATION 03/01 to 11/15 0.15 CFS
Total Diversion: 0.15 CFS
Date Filed: 10/15/2013
Place of Use: IRRIGATION
T03N R01W S22 SESE
Total Acres: 5
Water bearing zone to be appropriated is from 260 to 300 feet.

PROPOSED CHANGE OF WATER RIGHTS

Desert Farms Real Estate LLC c/o Dale and/or Jackie Van Es of 8222 Desert Dr. Marsing ID 83639 filed Application No. **78429** to transfer seven water rights with 1962 thru 1994 priority dates from ground water and the Snake River totaling 14.47 cfs. The purpose of the transfer is to authorize a permissible place of use for the rights surrounding the current place of use near Pascoe Lane between Hwy 95 and Hwy 78 approximately 3 miles south southwest of Marsing.

PROPOSED AMENDMENT OF WATER PERMIT

City of Kuna, PO Box 13, Kuna, ID, 83638, filed Application No. **79089** to amend Permit No. **63-31741** with a 2003 priority from ground water totaling 18.0 cfs for municipal use. The permit provides municipal water for property located within the City of Kuna service area. The applicant proposes to amend the permit to add two wells (1 existing and 1 proposed) to their system.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of $25.00 for each application on or before 3/10/2014. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director Published on 2/20/2014 and 2/27/2014

Sommer, Rachel

From: Sommer, Rachel
Sent: Wednesday, February 12, 2014 1:54 PM
To: 'JENNIFER@OWYHEEAVALANCHE.COM'
Subject: Owyhee Legal Ad
Attachments: Owyhee Cover Letter.docx; Owyhee Legal Ad.docx

Good Afternoon Jennifer Stutheit,

Please see the attached ad for publication on 2/19/2014 & 2/26/2014.

Please confirm these are okay to publish as shown.

Thank you very much,

Rachel Sommer
Administrative Assistant
IDWR, Western Region
Office: 208-334-2190
Fax: 208-334-2348
rachel.sommer@idwr.idaho.gov

February 12, 2014

LEGAL NOTICE DEPARTMENT
OWYHEE AVALANCHE
PO BOX 97
HOMEDALE, ID 83628

RE: Transfer No. 78429

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/10/2014. Your cooperation is appreciated.

Sincerely,

Rachel Sommer
Administrative Assistant

Enclosures

PROPOSED CHANGE OF WATER RIGHT(S)

Desert Farms Real Estate LLC c/o Dale and/or Jackie Van Es of 8222 Desert Dr. Marsing ID 83639 filed Application No. **78429** to transfer seven water rights with 1962 thru 1994 priority dates from ground water and the Snake River totaling 14.47 cfs. The purpose of the transfer is to authorize a permissible place of use for the rights surrounding the current place of use near Pascoe Lane between Hwy 95 and Hwy 78 approximately 3 miles south southwest of Marsing.

For additional information concerning the property location, contact Western Region office at (208) 334-2190; or see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp for a full description of the right(s) and the proposed transfer. Protests may be submitted based on the criteria of Idaho Code § 42-222. Any protest against the proposed change must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of $25.00 for each application on or before 3/10/2014. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/19/2014 and 2/26/2014

MEMORANDUM

TO: 2-10238 thru 2-10243 files

FROM: Angela Grimm

DATE: January 29, 2014

RE: Calculations of Loucks/Van Es Water Rights Splits

The original Loucks parent rights (after licensing of all 3 rights and processing of Transfer No. 5663) are 2-7155, 2-7186, and 2-7461 as follows:

2-7155: 4.00 cfs / 2047.5 afa / 455 ac (1075 ac PPU)
2-7186: 2.69 cfs / 1372.5 afa / 305 ac (1075 ac PPU)
2-7461: 6.69 cfs / 1125.0 afa / 1010 ac (1075 ac PPU)
2-7155 + 2-7186 + 2-7461: 13.38 cfs / 4545.0 afa / 1010 ac (1075 ac PPU)

Diversion rate per acre calculation for parent rights:

2-7155: 4.00 cfs / 455 ac = 0.009 cfs/ac (approx.)
2-7186: 2.69 cfs / 305 ac = 0.009 cfs/ac (approx.)
2-7461: 6.69 cfs / 1010 ac = 0.007 cfs/ac (approx.)
Combo: 13.38 cfs / 1010 ac = 0.013 cfs/ac (approx)

Volume per acre calculation for parent rights:

2-7155: 2047.5 afa / 455 ac = 4.5 afa/ac
2-7186: 1372.5 afa / 305 ac = 4.5 afa/ac
2-7461: 1125.0 afa / 250 ac (condition limited 1010 ac, but vol for 250 ac per b.u. exam) = 4.5 afa/ac
Combo: 4545 afa / 1010 ac = 4.5 afa / ac

2-7155 Split:

2-10238 (Loucks) = 82 ac irrigation per previous ownership change analysis memos
=> (4.00 cfs / 455 ac) * 82 ac = 0.72 cfs
=> (2047.5 afa / 455 ac) * 82 ac = 369.0 afa

2-10239 (Van Es) = 373 ac irrigation per previous ownership change analysis memos
=> (4.00 cfs / 455 ac) * 373 ac = 3.28 cfs
=> (2047.5 afa / 455 ac) * 373 ac = 1678.5 afa

2-7186 Split:

2-10240 (Loucks) = 55 ac irrigation per pervious ownership change analysis memos
=> (2.69 cfs / 305 ac) * 55 ac = 0.49 cfs

=> (1372.5 afa / 305 ac) * 55 ac = 247.5 afa

2-10241 (Van Es) = 250 ac irrigation per pervious ownership change analysis memos

=> (2.69 cfs / 305 ac) * 250 ac = 2.20 cfs

=> (1372.5 afa / 305 ac) * 250 ac = 1125.0 afa

2-7461 Split:

2-10242 (Loucks) = 181 ac irrigation per previous ownership change analysis memos (44 of 250 acres worth for volume purposes based on Loucks retaining 181 total irrigated acres)

=> (6.69 cfs / 1010 ac) * 181 ac = 1.20 cfs

=> (1125.0 afa / 250 ac) * 44 ac = 198.0 afa

2-10243 (Van Es) = 829 ac irrigation per previous ownership change analysis memos (206 of 250 acres worth for volume purposes based on Van Es purchasing 829 total irrigated acres)

=> (6.69 cfs / 1010 ac) * 829 ac = 5.49 cfs

=> (1125.0 afa / 250 ac) * 206 ac = 927.0 afa

Combined System Limitations within PPUs after ownership splits:

2-10238 + 2-10240 + 2-10241 (Loucks):

=> 181 ac within 193 ac PPU (no rate or volume combo limit condition needed)

2-10239 + 2-10241 + 2-10243 (Van Es):

=> 829 ac within 882 ac PPU (no rate or volume combo limit condition needed)

Partial forfeiture of rights in each combined system of rights (see Transfer No. 78429 review memo for details):

2-10238 et al (Loucks): 37 ac

2-10239 et al (Van Es): 55 ac

Forfeiture from junior right in system of rights using combined system rate and volume per acre quantities as originally licensed:

2-10242 (Loucks)

=> 1.20 cfs - [(13.38 cfs / 1010 ac) * 37 ac] = 0.71 cfs

=> 198.0 afa – [(4545.0 afa / 1010 ac) * 37 ac] = 31.5 afa

2-10243 (Van Es)

=> 5.49 cfs – [(13.38 cfs / 1010 ac) * 55 ac] = 4.76 cfs

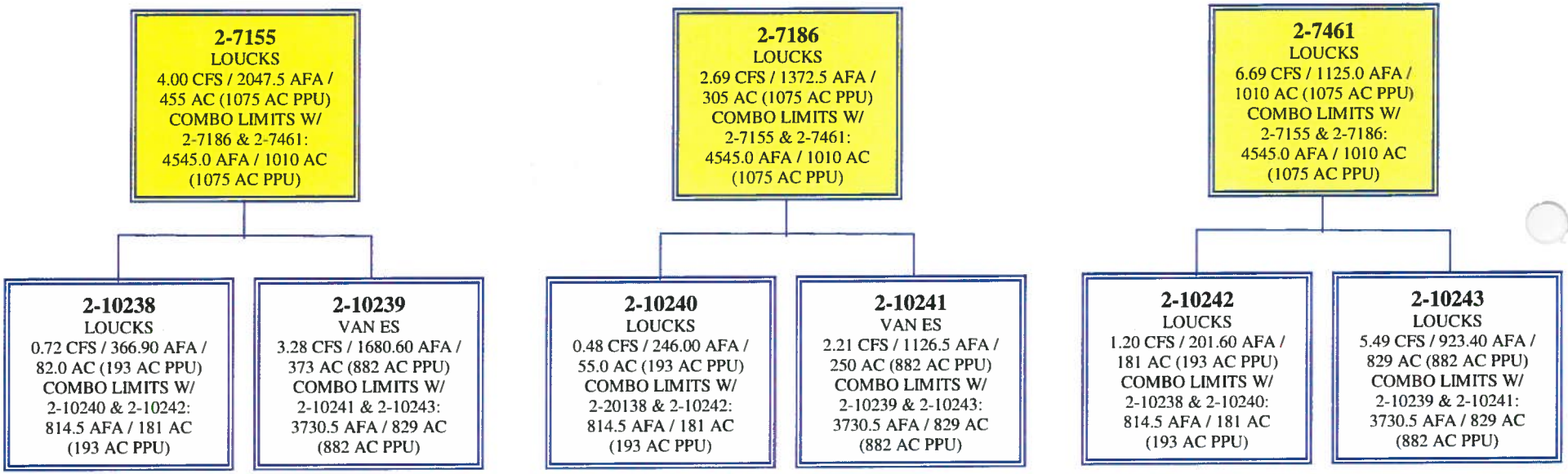
=> 927.0 afa – [(4545.0 afa / 1010 ac) * 55 ac] = 679.5 afa

Split trees outlining the splits of the three parent rights are attached. The quantities given for each right per previous analysis are at the top. The quantities as they are proposed to be recorded per Transfer 78429 processing (after correction to previous split errors, forfeiture of 92 acres within the system, and ownership changes) are at the bottom. No combined rate or volume limitations were entered for the system. Previous volume limitations were unnecessary, because the limit was a combination of all the rights in the

system added together, thus not limiting. However, the rights do now have various conditions limiting the acres authorized for irrigation within the PPU established by Transfer No. 78429 processing.

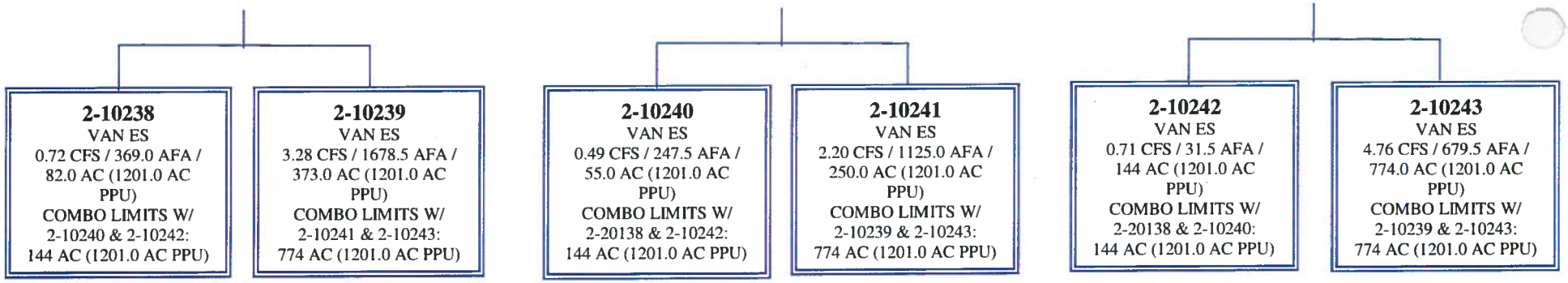
2-7155, 2-7186, & 2-7461 VAN ES SPLIT TREE

Rights Prior to Transfer No. 78429 Processing



Rights Post Transfer No. 78429 Processing

(including correction of previous split quantity errors, forfeiture of 92 acres from junior right(s), and ownership change)



RIGHTS HAVE BEEN SPLIT AND ARE NO LONGER ACTIVE

SPF WATER ENGINEERING

RECEIVED
JAN 27 2014
WATER RESOURCES
WESTERN REGION

January 24, 2014

Angela Grimm
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Van Es Application for Transfer 78429 (modified)

Dear Angie,

This letter and enclosures are in response to your information request letter dated December 27, 2013. Concerns the Department identified in processing Transfer 78429 have been addressed and include:

1. A warranty deed recorded by Owyhee County showing the conveyance of the north portion of the proposed permissible place of use from Les and Lavada Loucks to Dale and Jackie Van Es.
2. A most current quitclaim deed recorded by Owyhee County indicating Dale and Jackie have conveyed ownership of the proposed permissible place to Desert Farms Real Estate, LLC. Dale and Jackie Van Es are managers of the LLC. Please note that the parcel in the E1/2NESW, Section 28 of the proposed permissible place of use is where Dale and Jackie's home is located and remains in their names.
3. Revised permissible place of use boundary (ppu) to more accurately reflect properties owned by the LLC as recorded with the Owyhee County Assessor.
4. Revised transfer application to account for 4 acres in the NWNE, Section 29, historically irrigated and currently owned by the LLC that were not accounted for in the previously submitted transfer application. Consequently, 918 acres were found irrigated in 2011 as shown on Attachment 9. Based on this modification, the maximum extent of beneficial use calculates to 71 acres under water right 57-2254 and 906 acres under the Snake River water rights. The Snake River acres excluded 12 acres irrigated with only ground water as described in Part 3, C.1. of the transfer application. Applicants are aware of the additional 4 acres in the NWNE, Section 29, being irrigated that they do not own and plan to make adjustments accordingly.

Ownership items addressed in your letter have been satisfied by the following submittal to your office by Dale Van Es:

1. A *Notice of Change in Water Right Ownership* for water right 57-11673 that covers water uses for the Van Es dairy.

300 E. Mallard Drive, Suite 350, Boise, Idaho 83706 Tel: 208-383-4140 Fax: 208-383-4156

2. A check for $100 to cover the ownership change fees for water rights 2-10239, 2-10241, and 2-10242 associated with the transfer and water right 57-11673 associated with the dairy.

Thank you for your attention to this matter Angie. Please let me know if there are any further questions.

Sincerely,

Lori Graves
Water Rights Specialist

cc: Dale and Jackie Van Es

Enclosures

SPF WATER ENGINEERING

RECEIVED
FEB 08 2013
WATER RESOURCES
WESTERN REGION

February 8, 2013

John Westra
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Van Es Application for Transfer

Dear John,

Enclosed on behalf of Dale and Jackie Van Es, is an *Application for Transfer* that essentially recombines rights 2-10238 through 2-10243 that were split as a result of a change in ownership. The transfer also includes ground water right 57-2254 that can be integrated into the irrigation system. This transfer is similar to Transfer No. 74776 that was voided in 2010 due to property contracts and security interest issues. Now that those issues have been resolved, applicants wish to proceed with changing the property water rights to reflect an integrated irrigation system.

Concerns the Department identified in processing Transfer 74776 have been addressed and include:

1. Complete ownership documentation for the proposed permissible place of use. Included with the ownership documentation is an email dated January 14, 2013 from Pioneer Title Co. confirming that the 2001 contract between the applicants and the previous owners (Loucks) was released when the Loucks were paid off and authorized Pioneer Title to release the attached deed from escrow

2. Exclusion from the permissible place of use lands north of the canal in Sections 16 and 20 currently irrigated with Gem County Irrigation District water.

3. Information demonstrating the maximum extent of irrigation beneficial use within five years from the date the application was submitted and/or acceptable defenses to forfeiture of the water rights proposed for transfer.

   Using 2011 aerial photography, a GIS analysis was conducted to determine the maximum extent of beneficial use of the proposed water rights within the past 5 years. All the acres licensed to ground water right 57-2254 were found irrigated. A total 1,010 acres are currently authorized for irrigation under the Snake River water rights. After excluding non-irrigated areas, including dairy, roads and high ground, a total of 914 acres were found irrigated in 2011 as shown in Transfer Attachment 9. Based on this analysis, the maximum extent of beneficial use calculates to 71 acres

300 E. Mallard Drive, Suite 350, Boise, Idaho 83706 Tel: 208-383-4140 Fax: 208-383-4156

under water right 57-2254 and 902 acres under the Snake River water rights. The Snake River acres excluded 12 acres irrigated with only ground water as described in Part 3, C.1. of the transfer application. The 96-acre difference between the authorized irrigated area and irrigated area found in 2011 can primarily be attributed to:

A. lands taken out of production and subdivided in the NWNE, Section 20, not owned by the applicants. There are no indications of irrigation of these lands in the last five years

B. a new dairy was built on previously irrigated lands in Sections 28 and 29.

Senior rights 2-10238 through 2-10241 were originally licensed for 760 acres irrigation under parent rights 2-7155 and 2-7186. Junior rights 2-10242 and 2-10243 were later licensed for an additional 250 acres under parent right 2-7461 for a total of 1010 acres when combined with the senior rights. Based on the above findings, we acknowledge that the junior rights will be subject to curtailment of 87 acres irrigation that are either not appurtenant to applicants' property or have been forfeited due to non-use.

Water rights 2-10238, 2-10240, 2-10242 and 57-2254 currently list Leslie and/or Lavada Loucks as current owners. It is my understanding that ownership documentation from Dale Van Es and Notice of Security Interest from Rabo Agrifinance have been submitted with fees for these rights and can be processed with the transfer application.

Check No. 1475 from Dale and Jackie Van Es is enclosed for the $1,620 transfer application processing fees. The check also includes an additional $100 for changing the ownership on the rights listed in the Loucks names. It appears Dale and Jackie have paid twice for this ownership change and can be refunded $100.

Thank you for your attention to this matter John. Please let me know if there are any questions.

Sincerely,

Lori Graves
Water Rights Specialist

cc: Dale and Jackie Van Es
Rabo Agrifinance, Inc.

Enclosures

Rabo AgriFinance

Jonathan Lee
Sr. Loan Closing Specialist
Office Address 12443 Olive Blvd
Suite 50
St. Louis, MO 63141
Tel 314-317-8093
Fax 877-655-9513
Jonathan.Lee@rabobank.com

January 22, 2013

Idaho Department of Water Resources
Attn: Western Region
2735 Airport Way
Boise, ID 83705-2190

Re: Loan #10439600
Van Es

Enclosed is a Notice of Security Interest in a Water Right, a Notice of Change in Water Right Ownership, a check for the fees in the amount of $200.00, and a copy of the Mortgage and Warranty Deed for your files. Please return acknowledgement to my attention in the enclosed self addressed stamped envelope.

Please contact me with any questions you my have.

Sincerely,

Jonathan Lee
Sr. Loan Closing Specialist

enclosures

Electronically Recorded- DO NOT Remove the County Stamped First Page as it is now Incorporated as Part of the original Document.

Instrument # 277852
MURPHY, OWYHEE, IDAHO
2012-06-08 08:46:34 No. of Pages: 23
Recorded for: PIONEER TITLE COMPANY/OWYHEE
CHARLOTTE SHERBURN Fee: $76.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

RECEIVED

JAN 25 2013

WATER RESOURCES
WESTERN REGION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above this line for Recorder's Use

Dale Van Es Dairy 2012

Real Estate Term Loan: 10439600
Dairy Herd and Feed Line of Credit: 10439700

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Owyhee County, Idaho)

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

This mortgage is dated as of May 22, 2012. It is by DOUWE VAN ES("Dale Van Es") and JACOBA VAN ES ("Jackie Van Es"), husband and wife (Dale Van Es and Jackie Van Es are hereln indlvidually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to $28,500,000.00 in loans to Grantor under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

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

Electronically Recorded- DO NOT
Remove the County Stamped First
Page as it is now incorporated as
Part of the original Document.

ELECTRONICALLY RECORDED
By: Pioneer Title Company, Fee: $150
Instrument #: 277852
Date: 6-8-12 Time: 8:46:34 AM
County, Owyhee, Idaho

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above this line for Recorder's Use

Dale Van Es Dairy 2012

Real Estate Term Loan: 10439600
Dairy Herd and Feed Line of Credit: 10439700

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RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to $28,500,000.00 in loans to Grantor under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

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

appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"), (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) subject to Section 39, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops"); (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B; (n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (s) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (t) all other real or personal property described in EXHIBIT B; (u) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (v) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

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

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

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of $28,500,000.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance . Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is January 5, 2027.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

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

6. **Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the

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

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

9. Maintenance and Preservation of Property. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to

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

10. Compliance with Applicable Law Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

11. Taxes and Assessments. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

12. Damages and Insurance and Condemnation Proceeds. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

13. Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement, and otherwise to determine Grantor's compliance with this mortgage.

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

15. Prohibited Transfers. Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or

permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor; or (e) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

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

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

18. Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any ; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. Remedies. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

20. Sales of Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

21. Additional Rights. In addition to the rights and powers given to Mortgagee under this mortgage, Beneficiary shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

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

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

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

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

26. Waiver of Certain Other Laws. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage.

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

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

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

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

31. Other Acts. Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this mortgage or to carry out the intent of this agreement. Promptly (but

in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

32. No Waiver or Cure. Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

33. Waivers. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

34. Joint and Several Obligations. If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (b) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

35. Binding Effect; Successors and Assigns. The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee. Any individual signing this mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this mortgage.

36. Governing Law. This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d)

the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. Miscellaneous. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

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

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

40. WAIVER OF TRIAL BY JURY. GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR THE SECURED PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

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

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

GRANTOR

Address for notices:

8222 Desert Drive
Marsing, Idaho 83639

DALE VAN ES, doing business as Dale Van Es Dairy

Address for notices:

8222 Desert Drive
Marsing, Idaho 83639

DALE VAN ES

Address for notices:

8222 Desert Drive
Marsing, Idaho 83639

JACOBA VAN ES

STATE OF IDAHO)
) SS:
COUNTY OF Canyon)

On this 6th day of June 2012, before me, the undersigned Notary Public in and for said state, personally appeared Dale Van Es and Jacoba Van Es, husband and wife, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(SEAL)

KATEE DODGE
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at _____
My commission expires _____

RESIDING IN: BOISE, IDAHO
COMMISSION EXPIRES: 07/25/17

EXHIBIT A

Dale Van Es Dairy 2012
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Owyhee County, Idaho

TRACT I:

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

Parcel 1:
Section 20:
The East Half of the East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

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

Parcel 3.
Section 28:
All of the West Half of the Northwest Quarter and the North Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 4 West, Owyhee County, Idaho.

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

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

EASEMENT No. 2:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

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

EASEMENT No. 3:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

EASEMENT No. 4:
A 50 foot wide ingress, egress, maintenance, utility and drainage easement lying in a portion of the Northwest Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the east boundary of the Northeast Quarter of Section 20 to a found brass cap marking the North Sixteenth corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence

South 89° 05'45" East (formerly S 89° 05'36" E) 585.96 feet along the South boundary of the West Half of the Southwest Quarter of said Section 16 to a point; thence
South 00° 54'15" West 50.00 feet to a point; thence
North 89° 05'45" West (formerly N 89° 05'36" W) 586.06 feet to a set 5/8 inch iron pin lying on the said East boundary of the Northeast Quarter of Section 20; thence

North 01° 01'11" East 50.00 feet along the East boundary of the Northeast Quarter of Section 20 to the REAL POINT OF BEGINNING.

EASEMENT No. 5:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying portion of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet North of the Quarter corner common to said Section 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 6:
A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in a portion of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more of less described as follows:

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21, 28 and 29; thence

South along the Section line common to said Sections 28 and 29 to a point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point also marking the REAL POINT OF BEGINNING; thence

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

EASEMENT No. 7 (Irrigation):
A 10 foot wide roadway easement for the purpose of ingress, egress and maintenance of an existing irrigation line, said easement lying in a portion of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 5 feet wide on either side of the centerline of said existing irrigation line, said easement centerline being more of less described as follows:

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

South along the Section line 55 feet of and parallel to the Section line common to said Sections 20 and 21 to a point lying 55 feet East of the South Sixteenth corner common to said Sections 20 and 21; thence

East along the North line of the South Half of the South Half of said Section 21 to a point marking the Southeast Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

TRACT II:

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

Parcel 1:
A parcel of land being a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin; thence

South 84°16'16" East 25.36 feet to a set 5/8" iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right; thence along the said centerline of said existing County Road the following courses and distances:

Along said curve to the right, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears North 06°40'11" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

North 11°01'39" East 1043.63 feet to a set 5/8 " iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears North 02°21'55" West, to a set 5/8" iron pin marking the point of ending of said curve to the left; thence

North 15°45'29" West 213.96 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears North 37°55'39" West to a set 5/8 iron pin marking the point of ending of said curve to the left; thence

North 60°05'49" West 86.07 feet to a set 5/8" iron pin lying on the said West boundary of the W ½ SW ¼ of Section 16; thence leaving the said centerline of said existing County Road,

North 00°36'01" East 14.96 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin marking the ¼ Corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet; thence

South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin; thence

South 00°29'14" West 661.10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin; thence

South 89°14'33" East (formerly South 89°13'30" East) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 2422.76 feet, said curve having a delta of 118°38'39", a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears South 10°47'23" West to a set 5/8" iron pin marking the ending of said curve to the right and lying on the South boundary of the said W ½ SW ¼ of Section 16; thence

North 89°05'45" West (formerly North 89°05'36" West) 498.57 feet along the said South boundary of the W ½ SW ¼ of Section 16 to the POINT OF BEGINNING.

Parcel 2:
A parcel of land lying in the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16,17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING; thence

North 89°15'17" West 1321.67 feet along the South boundary of the said SE ¼ of Section 17 to a found Brass Cap marking the E 1/16 Corner common to said Sections 17 and 20; thence continuing along the said South boundary of the SE ¼ of Section 17,

North 89°14'40" West 1021.35 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 1803.29 feet, said curve having a delta of 100°07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears North 50°11'56" East to a set 5/8" iron pin marking the ending of said curve to the right and also marking a point of curve to the left; thence

Along said curve to the left, a distance of 223.19 feet, said curve having a delta of 82°37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears South 42°28'40" East to a set 5/8" iron pin marking the ending of said curve to the left; thence

South 83°47'16" East 510.16 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 137.12 feet, said curve having a delta of 27°02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears North 82°41'17" East to a set 5/8" iron pin marking the ending of said curve to the left; thence

South 84°16'16" East 357.52 feet to a set 5/8" iron pin lying on the East boundary of the said SE ¼ of Section 17; thence

South 00°36" 01" West 819.37 feet along the said East boundary of the SE ¼ of Section 17 to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land lying in a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence

North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence

North 84°16'16" West 245.99 feet to a point; thence South 00°36'01" West 568.91 feet to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING; thence

South 89°23'59" East 50.00 feet to a set ½" iron pin; thence

South 00°36'01" West 50.00 feet to a set ½" iron pin; thence

North 89°23'59" West 50.00 feet to a set ½" iron pin; thence North 00°36'01" East 50.00 feet to the POINT OF BEGINNING.

Parcel 3:
A parcel of land lying in the NE1/4 NE1/4 of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East1/4 Corner of said Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09' 21" East 1325.29 feet along the East boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the Real Point of Beginning; thence

North 89° 09' 03" West 336.22 feet along the South boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin; thence

North 14° 30' 09" West 473.47 feet to a set 5/8" iron pin; thence

North 51° 14' 11" West 67.98 feet to a set 5/8" iron pin; thence

South 85° 12' 14" West 211.30 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34° 58' 28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22 feet which bears South 74° 01' 39" West, to a set 5/8" iron pin lying on the West boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve; thence

North 00° 55' 43" East 1020.83 feet along the said West boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20; thence

South 89° 15' 17" East 1321.67 feet along the North boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence

South 01° 01' 11" West 1321.30 feet along the East boundary of the said NE1/4 NE1/4 of Section 20 to the POINT OF BEGINNING.

Parcel 4:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North 1/16 corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 89° 15'17" West 1321.67 feet along the South boundary of the said Southeast Quarter of Section 17 to a found brass cap marking the East 1/16 corner common to said Sections 17 and 20; thence continuing along the said South boundary of the Southeast Quarter of Section 17,

North 89° 14'40" West 1021.35 feet to a set 5/8-inch iron pin marking the REAL POINT OF BEGINNING; thence continuing

North 89° 14'40" West 302.06 feet along the said South boundary of the Southeast Quarter of Section 17 to a found brass cap marking the South Quarter corner of said Section 17; thence

North 00° 37'48" East 675.32 feet along the West boundary of the said Southeast Quarter of Section 17 to a point lying on the centerline of the South Canal; thence along the said centerline of the South Canal the following courses and distances:

North 33° 30'10" East 490.30 feet to a point of curve to the right; thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11° 49'51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears

North 39° 25'05" East to the point of ending of said curve; thence

North 45° 20'01" East 268.70 feet to a point lying on the centerline of an existing lateral; thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances

North 44° 08'59" West 219.97 feet to a point of curve to the right; thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31° 44'32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears

North 28° 16'43" West to the point of ending of said curve; thence

North 12° 24'27" West 378.33 feet to a point of curve to the left; thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64° 56'35", a radius of 39.09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears

North 44° 52'44" West to the point of ending of said curve;

North 77° 21'02" West 25.00 feet to a point of curve to the left; thence along said curve to the left a distance of 187.33 feet, said curve having a delta of 75° 21'23", a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears

North 64° 58'17" East to the point of ending of said curve; thence

North 27° 17'35" East 93.93 feet to a point of curve to the right thence along said curve to the right a distance of 99.20 feet, said curve having a delta of 17° 45'39", a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears

North 36° 10'25" East to the point of ending of said curve; thence

North 45° 03'14" East 399.43 feet to a point lying on the North boundary of the said Southeast Quarter of Section 17 and along the centerline of Pasco Road; thence leaving the said centerline of the existing lateral,

South 89° 10'58" East 1893.88 feet along the said North boundary of the Southeast Quarter of Section 17 and along the said centerline of Pasco Road to a set 5/8 inch iron pin marking the Quarter corner common to said Sections 16 and 17, said pin also being witnessed by a found 5/8 inch iron pin which bears

South 89° 16'38" East 40.00 feet; thence

South 00° 36'01" West 1821.79 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

North 84° 16'16" West 357.52 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 137.12 feet, said curve having a delta of 27° 02'54", a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears

South 82° 41'17" West to a set 5/8 inch iron pin marking the point of ending of said curve; thence

North 83° 47'16" West 510.16 feet to a set 5/8 inch iron pin marking a point of curve to the right; thence along said curve to the right a distance of 223.19 feet, said curve having a delta of 82° 37'10", a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears

North 42° 28'40" West to a set 5/8 inch iron pin marking the point of ending of said curve and also marking a point of curve to the left; thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of 100° 07'01", a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears

South 50° 11'56" West to the POINT OF BEGINNING.

Parcel 5:
A parcel of land being a portion of the W½SW¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20,

North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence

North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin said pin marking the REAL POINT OF BEGINNING; thence continuing

North 00°36'01" East 1806.83 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin lying on the centerline of an existing County Road; thence along the said centerline of said existing County Road the following courses and distances:

South 60°05'49" East 86.07 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears South 37°55'39" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

South 15°45'29" East 213.96 feet to a set 5/8" iron pin marking a point of curve to the right; thence

Along said curve to the right, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears South 02°21'55" East to a set 5/8" iron pin marking the point of ending of said curve to the right; thence

South 11°01'39" West 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left; thence

Along said curve to the left, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears South 06°40'11" West to a set 5/8" iron pin marking the point of ending of said curve to the left; thence leaving the said centerline of said existing County Road

North 84°16'16" West 25.36 feet to the POINT OF BEGINNING.

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

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

A parcel of land lying in a portion of the W ½ SW ¼ of Section 16 and a portion of the E ½ SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Pasco Road and marking the C ¼ Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said Brass Cap bears North 89°10'58" West 2643.72 feet from a found 5/8" iron pin marking the E ¼ Corner of said Section 17, thence

South 89°10'58" East, 2294.51 feet along the said centerline of Pasco Road and the Northerly boundary of the said SE ¼ of Section 17 to a point, said point being witnessed by a set ½" iron pin which bears South 02°55'26" East 25.05 feet, said point also marking the REAL POINT OF BEGINNING; thence continuing along the said centerline of Pasco Road and the said Northerly boundary of the SE ¼ of Section 17,

South 89°10'58" East 293.68 feet to a point, said point being witnessed by a set ½" iron pin which bears South 33°01'04" West 29.54 feet; thence

South 33°01'04" West 88.09 feet to a set ½" iron pin, said pin marking a point of curve to the left; thence

Along said curve to the left a distance of 467.64 feet, said curve having a delta of 89°18'43", a radius of 300.00 feet, tangents of 296.42 feet, and a long chord of 421.71 feet which bears South 11°38'17" East to a set ½" iron pin marking the point of ending of said curve; thence

South 56°17'39" East 184.66 feet to a set ½" iron pin; thence

South 11°51'10" West 889.46 feet to a set ½" iron pin; thence

North 80°59'17" West 116.04 feet to a set ½" iron pin; thence North 00°55'15" West 789.94 feet to a set ½" iron pin; thence

North 14°58'58" West 181.80 feet to a set ½" iron pin; thence

North 36°12'31" West 163.85 feet to a set ½" iron pin; thence

North 09°56'03" West 104.45 feet to a set ½" iron pin; thence

North 02°55'26" West 245.65 feet to the POINT OF BEGINNING.

TRACT III

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

PARCEL 1:

SECTION 17:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

North 84° 16'16" West 245.99 feet to a point; thence

South 00° 36'01" West 568.91 feet to a set 1/2 inch iron pin, said pin marking the REAL POINT OF BEGINNING; thence

South 89° 23'59" East 50.00 feet to a set 1/2 inch iron pin; thence

South 00° 36'01" West 50.00 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 50.00 feet to a set 1/2 inch iron pin; thence

North 00° 36'01" East 50.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT B:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

South 84° 16'16" East 25.36 feet to a set 5/8 inch iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence long said curve to the right and along the said centerline of the existing County

Road, a distance of 120.41 feet, said curve having a delta of 4° 02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears

North 04° 20'59" East to a point marking the REAL POINT OF BEGINNING; thence

South 84° 08'33" West 177.46 feet to a point of curve to the left; thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears

South 42° 22'17" West to the point of ending of said curve; thence

South 00° 36'01" West 586.81 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 20.00 feet to a point; thence

North 00° 36'01" East 586.81 feet to a point of curve to the right; thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears

North 42° 22'17" East to the point of ending of said curve; thence

North 84° 08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County, Road; thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears

South 06° 43'08" West to the point of ending of said centerline easement.

EXCEPTING THEREFROM any portion thereof lying within the existing County Road.

ALSO TOGETHER WITH:

EASEMENT C:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the REAL POINT OF BEGINNING; thence

South 89° 46'50" West 195.03 feet to a point; thence

North 00° 36'01" East 10.00 feet to a point; thence

North 89° 46'50" East 195.03 feet to a point lying on the said East boundary of the Southeast Quarter of Section 17, said point bears

South 00° 36'01" West 2372.66 feet from a set 5/8 inch iron pin marking the East Quarter Corner of said Section 17; thence

South 00° 36'01" West 10.00 feet along the said East boundary of the Southeast Quarter of Section 17 to the REAL POINT OF BEGINNING.

ALSO TOGETHER WITH:

EASEMENT D:

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

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also being the REAL POINT OF BEGINNING; thence

North 89° 15'17" West 12.95 feet along the South boundary of the Southeast Quarter of Section 17 to a point, said point bears

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

PARCEL 2:

SECTION 21:

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

PARCEL 3:

SECTION 28:

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

PARCEL 4:

SECTION 29:

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

TOGETHER WITH the following described roadway easements:

EASEMENT No. 1:

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

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

EASEMENT No. 2:

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

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence
South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence
East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence
South along a line 25 feet West of and parallel with the Center Section line of said Section 21 to a point lying 25 feet West of the North Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 3:

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

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

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

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

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

TRACT IV:

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

Section 14:	SW1/4SE1/4 and the S1/2SW1/4
Section 15:	The SE1/4NE1/4, the SE1/4 and the E1/2SW1/4
Section 21:	The SE1/4SE1/4
Section 22:	The E1/2, the SW1/4, and the E1/2NW1/4
Section 23:	The W1/2 and the W1/2E1/2
Section 26:	The W1/2 and the W1/2E1/2
Section 27:	ALL
Section 34:	The N1/2NE1/4 and the NE1/4NW1/4

EXHIBIT B

Dale Van Es Dairy 2012
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(a) the real estate and any interest in the real estate located in Owyhee County, Idaho, and described in EXHIBIT A (the "Land");

(b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements");

(c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements");

(d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); including Gem Irrigation District water right numbered 1521 representing NA shares of the capital stock of NA and the water rights represented thereby; and all water rights represented by Permit or License No. 02-10243, 02-10241, 02-10239, 02-10238, 02-10240, 02-10242, 57-2254, 57-11673, 02-10465, 02-2251, and 02-10017, issued by the Idaho Department of Water Resources all water rights represented by Claim No. NA filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. NA;

(e) all other tenements, hereditaments and appurtenances to the Land;

(f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights");

(g) timber now or hereafter standing or cut;

(h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases");

(i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property;

j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings");

(k) subject to Debtor's right to obtain crop financing, under the terms and provisions of the MORTGAGE on the Land granted by Debtor to and in favor of Secured Party, crops growing or to be grown on or under the Land (including all such crops following severance from the Land) (the "Crops");

(l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached;

(m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B;

(n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached;

(o) all permits and licenses relating or pertaining to the use or enjoyment of the Property;

(p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims");

(q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards");

(r) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession;

(s) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements;

(t) all other real or personal property described in EXHIBIT B;

(u) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and

(v) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Additional Property

associated with mortgage by Dale Van Es and Jackie Van Es on land located in Owyhee County, Idaho

(list specific additional Property, if any)

irrigation, milking equipment and fixtures