

RECEIVED

DEC 23 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE 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?
36-2254B	Yes ☐	36-7351B	Yes ☐	36-16048	Yes ☐
36-8113	Yes ☐	36-8005B	Yes ☐	36-16050	Yes ☐
36-8014	Yes ☐	36-7801	Yes ☐	36-16052	Yes ☐
36-2310B	Yes ☐	36-8015	Yes ☐	36-16054	Yes ☐
36-2376B	Yes ☐	36-16046	Yes ☐	36-16056	Yes ☐

2. Previous Owner's Name: Horizon Organic Dairy, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrise Organic Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 329 S. 417 E. Jerome ID 83338
Mailing address City State ZIP
- 208.733.5235
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. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

8. Signature: [Signature] Member 12/19/2013
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 12.23.2013 Receipt No. 5033718 Receipt Amt. \$900-
Approved by _____ Processed by _____ Date _____ total

SUPPORT DATA

IN FILE # 36-2248

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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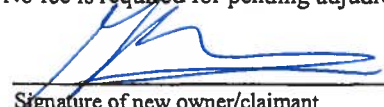
DEC 23 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-16049	Yes ☐	36-2249	Yes ☐	36-2254A	Yes ☐
36-16051	Yes ☐	36-7688	Yes ☐	36-2284	Yes ☐
36-16053	Yes ☐	36-8402	Yes ☐	36-8401	Yes ☐
36-16055	Yes ☐	36-2430	Yes ☐	36-16045	Yes ☐
36-2248	Yes ☐	36-8008	Yes ☐	36-16047	Yes ☐

2. Previous Owner's Name: Horizon Organic Dairy, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrise Organic Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 329 S. 417 E. Jerome ID 83338
Mailing address City State ZIP
- 208.733.5235
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. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature:  Member _____ 12/19/2013
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

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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?
36-8011B	Yes ☐	36-16751	Yes ☐		Yes ☐
36-16396	Yes ☐		Yes ☐		Yes ☐
36-8011A	Yes ☐		Yes ☐		Yes ☐
36-8016	Yes ☐		Yes ☐		Yes ☐
36-14601	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Horizon Organic Dairy, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrise Organic Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 329 S. 417 E. Jerome ID 83338
Mailing address City State ZIP
- 208.733.5235 _____
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. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] Member 12/19/2013
 Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 12.23.2013 Receipt No. S033718 Receipt Amt. \$900-
 Approved by _____ Processed by _____ Date _____ total

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DEC 23 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
36-10907	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Sunrise Organic Farms Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrise Organic Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 329 S. 417 E. Jerome ID 83338
Mailing address City State ZIP
- 208.733.5235 _____
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. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
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 - 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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

8. Signature:  Member 12.19.2013
 Signature of new owner/claimant Title, if applicable Date
John Reitsma
 Signature: _____ Title, if applicable _____ Date _____
 Signature of new owner/claimant

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-8163	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Dairy Heifer Investment Group
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrise Organic Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|----------------------|---------------|-----------|--------------|
| <u>329 S. 417 E.</u> | <u>Jerome</u> | <u>ID</u> | <u>83338</u> |
| Mailing address | City | State | ZIP |
| <u>208.733.5235</u> | | | |
| 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. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
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 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
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 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

8. Signature:  Member _____ 12/19/2013
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

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Instrument # 2135773

JEROME COUNTY, JEROME, IDAHO

12-20-2013 02:05:14 No. of Pages: 18

Recorded for : LAND TITLE AND ESCROW INC.,

MICHELLE EMERSON

Fee: 61.00

Ex-Officio Recorder Deputy

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **HORIZON ORGANIC DAIRY, LLC**, a Delaware limited liability company, the "Grantor", hereby grants, bargains, sells, and conveys unto **SUNRISE ORGANIC DAIRY, LLC**, an Idaho limited liability company, whose address is 329 South 417 East, Jerome, ID 83338, the "Grantees", the following described premises located in Jerome County, Idaho, to wit:

TRACT I

A parcel of land located in Section 34, Township 8 South, Range 21 East Boise Meridian and in Section 3, Township 9 South, Range 21 East Boise Meridian, Jerome County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of said Section 3, from which the East Quarter corner of said Section 3 bears North 00°00'29" East, 2639.89 feet;

Thence South 89°53'08" West along the South boundary of said Section 3 for a distance of 2643.43 feet to the South Quarter corner of said Section 3;

Thence South 89°57'24" West along the South boundary of said Section 3 for a distance of 172.83 feet to corner number 8 of Farm Tract E;

Thence North 00°05'18" East along the boundary of said Farm Tract E for a distance of 596.79 feet to corner number 7 of Farm Tract E;

Thence North 88°22'27" East along the boundary of said Farm Tract E for a distance of 576.75 feet to corner number 6 of Farm Tract E;

Thence North 09°44'25" East along the boundary of said Tract E for a distance of 499.10 feet;

Thence North 89°55'39" East for a distance of 44.45 feet;

Thence North 00°04'12" West for a distance of 1197.43 feet;

Thence South 89°50'09" West for a distance of 1556.93 feet to point on the South boundary of Farm Tract B;

Thence North 69°17'38" West along the boundary of said Farm Tract B for a distance of 457.21 feet to corner number 5 of Farm Tract B;

Thence the following courses and distances along the centerline of Lateral 3B921;

South 87°54'52" West for a distance of 242.22 feet;

South 68°03'52" West for a distance of 950.40 feet;

South 89°57'52" West for a distance of 62.04 feet to a point on the West boundary of Section 3;

Thence leaving said Lateral centerline North 00°01'53" West along the West boundary of said Section 3 for a distance of 541.93 feet to the West Quarter corner of Section 3;

Thence North 00°01'34" West along the West boundary of said Section 3 for a distance of 2608.11 feet to the Northwest corner of Section 3;

Thence North 00°02'52" East along the West boundary of said Section 34 for a distance of 1356.19;

Thence South 89°57'08" East for a distance of 233.50 feet;

Thence North 00°02'52" East parallel with the West boundary of said Section 34 for a distance of 100.00 feet to a point on the centerline of EE Main Lateral;

Thence the following courses and distances along the centerline of EE Main Lateral:

North 81°29'56" East for a distance of 44.80 feet;
North 61°44'50" East for a distance of 44.52 feet;
North 45°33'17" East for a distance of 83.27 feet;
North 22°35'14" East for a distance of 80.74 feet;
North 10°17'15" East for a distance of 111.25 feet;
North 23°17'10" East for a distance of 51.55 feet;
North 76°06'14" East for a distance of 135.90 feet;
North 67°07'13" East for a distance of 136.06 feet;
North 83°40'25" East for a distance of 118.96 feet;
South 84°52'25" East for a distance of 167.94 feet;
North 78°08'11" East for a distance of 64.64 feet;
North 62°22'43" East for a distance of 121.48 feet;
North 86°33'01" East for a distance of 184.94 feet;
South 61°07'05" East for a distance of 330.71 feet;
South 73°48'16" East for a distance of 370.49 feet;
South 65°34'48" East for a distance of 142.49 feet;
South 89°48'56" East for a distance of 71.12 feet;
North 76°09'33" East for a distance of 67.90 feet;
North 68°39'43" East for a distance of 181.30 feet;
South 72°19'47" East for a distance of 119.13 feet;
South 57°55'00" East for a distance of 107.18 feet;
North 73°23'52" East for a distance of 142.13 feet;

Thence North 00°21'54" East leaving said EE Main Lateral centerline for a distance of 61.44 feet to corner number 3 of Farm Tract B in Section 34;

Thence North 67°16'19" East along the boundary of said Farm Tract B for a distance of 2063.29 feet to corner number 2 of Farm Tract B;

Thence South 89°55'20" East along the boundary of said Farm Tract B for a distance of 612.54 feet to corner number 1 of Farm Tract B and being the East boundary of said Section 34;

Thence South 00°03'46" West along the East boundary of said Section 34 for a distance of 2498.74 feet to the Southeast corner of said Section 34;

Thence South 00°01'59" East along the East boundary of said Section 3 for a distance of 2604.89 feet to the East Quarter corner of said Section 3;

Thence South 00°00'29" West along the East boundary of said Section 3 for a distance of 2639.89 feet to THE POINT OF BEGINNING.

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TRACT II
PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Conveyed as parcel 3
Beginning at the Northeast corner of Section 16;
Thence West along the North line of Section 16, a distance of 674 feet;
Thence South parallel with the East line of Section 16, 327 feet;
Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;
Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

Section 17: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM a tract of land in the E $\frac{1}{2}$ E $\frac{1}{2}$, Section 17 and NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16, Township 9 South, Range 21, East of the Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Conveyed as parcel 2
Beginning at the Northeast corner of said Section 17 also being the Northwest corner of said Section 16;

Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said E $\frac{1}{2}$ E $\frac{1}{2}$, Section 17;

Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said E $\frac{1}{2}$ E $\frac{1}{2}$, Section 17;

Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;

Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;

Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;

Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;

Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

A tract of land in the E½E½ of Section 17, and the NW¼NW¼ of Section 16, more particularly described as follows:

Beginning at the Northeast corner of said Section 17, also being the Northwest corner of said Section 16;

Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said E½E½ Section 17;

Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said E½E½ Section 17;

Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;

Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;

Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;

Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;

Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: That part of the NE¼NE¼, described as follows:

Beginning at the Northeast corner of Section 16;

Thence West along the North line of Section 16, a distance of 674 feet;

Thence South parallel with the East line of Section 16, 327 feet;

Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;

Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

PARCEL NO. 4

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 20: SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 21: S $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 28: All of Section 28, EXCEPT Railroad right of way.

Section 29: E $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$;

Section 32: N $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPT Railroad right of way.

Section 33: N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$, EXCEPT Railroad right of way.

EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 9 South,
Range 21, East of the Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 28;
Thence North 0°02' West along the East boundary of said Section 28, 395.59 feet;
Thence South 79°00'21" West, 485.62 feet to THE TRUE POINT OF BEGINNING;
Thence continuing South 79°00'21" West, 154.50 feet;
Thence North 10°59'39" West, 55.00 feet;
Thence North 79°00'21" East, 154.50 feet;
Thence South 10°59'39" East, 55.00 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, described
as follows:

Beginning at the East quarter corner of said Section 28, which point shall be known as
THE TRUE POINT OF BEGINNING;
Thence West along the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 909.75 feet;
Thence South parallel to the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 909.75 feet;
Thence East parallel to the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 909.75 feet to a point on the
East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 909.75 feet to THE TRUE
POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: S½, EXCEPTING THEREFROM the highway.

PARCEL NO. 6

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: SW¼NW¼; NW¼SW¼;

Section 18: N½SE¼; E½SW¼; SW¼SE¼;

PARCEL NO. 7

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 22: SE¼SW¼; S½SE¼;

Section 27: E½; NW¼SW¼; S½NW¼; NW¼NW¼; S½SW¼;

NE¼SW¼, EXCEPTING THEREFROM the following described parcel of land:

From a Point of Beginning located 714.75 feet, more or less, North from the Southwest corner of Section 27, to the point of intersection of said Section line or County road center line with the North boundary of the Oregon Short Line Railroad North Side Branch right of way;

Thence running North along the Section line or center line of said County road, 275.27 feet;

Thence North 78°46' East and parallel to the said railroad right of way center line, 2691.57 feet, more or less, to the point of intersection with the North-South mid-section line;

Thence South along said mid-section line 275.27 feet, more or less, to the point of intersection with the North railroad right of way boundary;

Thence South 78°46' West and along said North railroad right of way boundary, 2691.57 feet, more or less, to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM railroad rights of way.

TOGETHER WITH a permanent easement and right of way, including the perpetual right to enter upon the excepted portion of the above described property in the SW¼ of Section 27, Township 9 South, Range 21, East of the Boise Meridian, for the purpose of constructing, maintaining and repairing underground pipelines for irrigation water as set forth in Easement Agreement recorded May 15, 1963 in Book 174 Page 53 as Instrument Number 154714, Jerome County records.

Section 34: N½NW¼; N½NE¼;

PARCEL NO. 8

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 27: NE¼NW¼;

PARCEL NO. 9

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 28: That part of the SE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 28;
Thence North 0°02' West along the East boundary of said Section 28, 395.59 feet;
Thence South 79°00'21" West, 485.62 feet to THE TRUE POINT OF BEGINNING;
Thence continuing South 79°00'21" West, 154.50 feet;
Thence North 10°59'39" West, 55.00 feet;
Thence North 79°00'21" East, 154.50 feet;
Thence South 10°59'39" East, 55.00 feet to THE TRUE POINT OF BEGINNING.

AND

That portion of the NE¼SE¼, described as follows:

Beginning at the East quarter corner of said Section 28, which point shall be known as THE TRUE POINT OF BEGINNING;

Thence West along the North boundary of the NE¼SE¼, 909.75 feet;

Thence South parallel to the East boundary of the NE¼SE¼, 909.75 feet;

Thence East parallel to the North boundary of the NE¼SE¼, 909.75 feet to a point on the East boundary of the NE¼SE¼;

Thence North along the East boundary of the NE¼SE¼, 909.75 feet to THE TRUE POINT OF BEGINNING.

TRACT III

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 4: A parcel of land located in Farm Tract "D", more particularly described as follows:

Commencing at the Southeast corner of said Section 4, from which the East quarter corner of said Section 4 bears North 00°01'53" West, 2639.66 feet;

Thence North 00°01'53" West along the Easterly boundary of Section 4 for a distance of 2138.74 feet to THE POINT OF BEGINNING;

Thence South 89°55'30" West for a distance of 30.00 feet to a point on the Westerly county road easement;

Thence South 89°55'30" West for a distance of 193.95 feet;

Thence North 00°01'53" West parallel with the Easterly boundary of Section 4 for a distance of 614.48 feet;

Thence North 89°55'30" East for a distance of 193.96 feet to a point on the Westerly county road easement;

Thence North 89°55'30" East for a distance of 30.00 feet to a point on the Easterly boundary of Section 4;

Thence South 00°01'34" East along the Easterly boundary of Section 4 for a distance of 113.57 feet to the East quarter corner of Section 4;

Thence South 00°01'53" East along the Easterly boundary of Section 4 for a distance of 500.91 feet to THE POINT OF BEGINNING.

TRACT IV

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: SW¼SW¼ lying North and West of the Milner-Gooding Canal.

AND

Section 18: N¼SE¼SE¼ lying North and West of the Milner-Gooding Canal.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 20: SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South and East of the Milner-Gooding Canal,
AND
SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and East of the Milner-Gooding Canal.

TO HAVE AND TO HOLD, unto Grantees, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on Exhibit A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantees, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 13 day of December, 2013.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR:

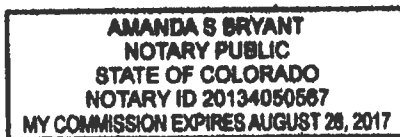
HORIZON ORGANIC DAIRY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Kelly J. Hansen
Title: EVP + CFO

STATE OF COLORADO §
§
COUNTY OF DENVER §

On this 13 day of December, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KELLY HANSEN, of HORIZON ORGANIC DAIRY, LLC, a Delaware limited liability company, known to me to be such officer and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

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



[Signature]
NOTARY PUBLIC
Residing at: 11091 JASMINE ST, BRIGHTON CO
Commission Expires: 8/26/2017

EXHIBIT A

Permitted Exceptions

TRACT 1

1. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
2. Interim and Recordable Contract by and between The United States of America, acting through the Secretary of the Interior, and Ray M. Tippets and Edna A. Tibbits, husband and wife, dated October 22, 1957, recorded January 15, 1958 in Book 164 Page 6 as Instrument Number 134280, Jerome County records. (Tract B of Section 3)
3. Interim and Recordable Contract by and between The United States of America, acting through the Secretary of the Interior, and Elvis E. Gregory and Itha L. Gregory, husband and wife, dated October 22, 1957, recorded January 15, 1958 in Book 164 Page 21 as Instrument Number 134283, Jerome County records. (Tract B of Section 3)
4. Recordable and Interim Contract by and between The United States of America, acting through the Secretary of the Interior, and Eugene B. House and Dorothy Ann House, husband and wife, dated October 15, 1957, recorded January 15, 1958 in Book 164 Page 71 as Instrument Number 134293, Jerome County records. (Part of Tract B of Section 3)
5. Interim and Recordable Contract by and between The United States of America, acting through the Secretary of the Interior, and Ernest C. Bess and Louise M. Bess, husband and wife, dated October 8, 1957, recorded January 15, 1958 in Book 164 Page 111 as Instrument Number 134301, Jerome County records. (Part of Tract B of Section 3)
6. Power Line Easement given by Virgil Coulson and Joan J. Coulson, husband and wife, to Idaho Power Company, a corporation, dated December 5, 1957, recorded July 21, 1958 in Book 2 Page 602 as Instrument Number 136463, Jerome County records, affecting Tract C of Section 3, Township 9 South, Range 21, East Boise Meridian.
7. Power Line Easement given by Eugene B. House and Dorothy Ann House, husband and wife, to Idaho Power Company, a corporation, dated December 17, 1958, recorded January 4, 1960 in Book 150 Page 596 as Instrument Number 141428, Jerome County records, affecting the NW¼NE¼ of Section 4, Township 9 South, Range 21, East Boise Meridian.
8. Provisions of a Contract between the United States of America and the A and B Irrigation District, recorded March 19, 1962 as Instrument Number 149779 in Book 164 Page 573, Jerome County records.
9. Easement over and across the West 30 feet of Section 34 and the East 30 feet of Section 33, Township 8 South, Range 21 and the East 30 feet of Section 4, Township 9 South, Range 21, East Boise Meridian, granted to the Hillsdale Highway District for a public highway forever,

by Instrument dated October 23, 1962, recorded November 2, 1962 in Book 168 Page 209 as Instrument No. 152323, Jerome County records.

10. Power Line Easement granted to Idaho Power Company, a corporation, dated July 5, 1965, recorded March 19, 1963 in Book 168 Page 234 as Instrument Number 153916, Jerome County records.
11. Reservations contained in Patent given by the United States to Ernest C. Bess dated April 8, 1960, recorded August 23, 1967 in Book 182 Page 633 as Instrument No. 178292, Jerome County records, wherein it is subject to rights of way and easement of the Bureau of Reclamation, under Subsection "P", Section 4, Act of December 5, 1924 (43 Stat. 704), effective October 8, 1957. "The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."
12. Power Line Easement given by M. Edmond Burgess and Donna L. Burgess, husband and wife, to Idaho Power Company, a corporation, dated January 3, 1973, recorded May 14, 1973 in Book 184 Page 741 as Instrument Number 200237, Jerome County records, affecting the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 8 South, Range 21, East Boise Meridian.
13. Power Line Easement given by M. Edmond Burgess and Donna L. Burgess, husband and wife, to Idaho Power Company, a corporation, dated December 24, 1975, recorded February 16, 1977 in Book 184 Page 1383 as Instrument No. 223100, Jerome County records, affecting the North 100 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 8 South, Range 21, East Boise Meridian.
14. Power Line Easement given by Mel Burgess and Berniece Burgess, husband and wife, to Idaho Power Company, a corporation, dated February 7, 1979, recorded June 5, 1979 as Instrument No. 242191, Jerome County records, affecting a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 8 South, Range 21, East Boise Meridian.
15. Power Line Easement given by Robert N. Schenk and Fredona Schenk, husband and wife, to Idaho Power Company, a corporation, dated May 4, 1979, recorded February 6, 1980 as Instrument Number 247278, Jerome County records, affecting a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 9 South, Range 21, East Boise Meridian.
16. Power Line Easement given by Robert Schenk and Fredona Schenk, husband and wife, to Idaho Power Company, a corporation, dated October 27, 1978, recorded June 10, 1980 as Instrument Number 250550, Jerome County records, affecting a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 9 South, Range 21, East Boise Meridian.
17. Terms and conditions of a Grant of Easement and Joint Use Agreement between The Federal Land Bank of Spokane, a Corporation, Grantor, and Gary Carney and Barbara Carney, husband and wife, Grantees, dated April 28, 1987, recorded April 30, 1987 as Instrument No. 305630, Jerome County records.
18. Easement as set forth in A Relocation Agreement and Grant of Easement by and between Carney Farms and A&B Irrigation District, dated September 10, 1996, recorded

September 13, 1996, as Instrument No. 963897, Jerome County records. (Tract A of Section 34)

19. Easement as set forth in A Grant of Easement by and between Gary Carney and A&B Irrigation District, dated September 10, 1996, recorded September 13, 1996, as Instrument No. 963898, Jerome County records. (Tract B and C of Section 34)
20. Easement as set forth in A Relocation Agreement and Grant of Easement by and between Gary Carney and A&B Irrigation District, dated September 10, 1996, recorded September 13, 1996, as Instrument No. 963899, Jerome County records. (Tract C of Section 34)
21. Grant of Easement For Underground Pipeline by and between Carney Farms and A&B Irrigation District dated September 7, 2005, recorded September 27, 2005 as Instrument No. 2055242, records of Jerome County, Idaho.
22. Grant of Easement For Underground Pipeline by and between Deann and Lloyd Richins, husband and wife, "Grantor" and A&B Irrigation District, "Grantee" dated January 10, 2006, recorded January 18, 2006 as Instrument No. 2060315, records of Jerome County, Idaho.
23. An easement for access to, and the right to maintain and repair an existing buried irrigation pipeline as reserved in Warranty Deed dated September 7, 2006, recorded September 15, 2006 as Instrument Number 2065697, Jerome County records.
24. An easement for access to and the right to replace, maintain and repair a pump house, well and existing buried pipeline as reserved in Warranty Deed dated September 7, 2006, recorded September 15, 2006 as Instrument Number 2065698, Jerome County records.
25. Power Line Easement given by Horizon Organic Dairy, LLC, Limited Liability Company to Idaho Power Company, a corporation, dated June 25, 2008, recorded July 31, 2008 as Instrument Number 2084163, Jerome County records, affecting a portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 3, Township 9 South, Range 21 East Boise Meridian.
26. Power Line Easement given by Horizon Organic Dairy, LLC, Limited Liability Company to Idaho Power Company, a corporation, dated June 25, 2008, recorded July 31, 2008 as Instrument Number 2084164, Jerome County records, affecting a portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 3, Township 9 South, Range 21 East Boise Meridian.
27. Permanent Pipeline Operation and Maintenance Agreement by and between Horizon Organic Dairy, LLC, Grantor, and Gary Carney and Barbara Carney, husband and wife, Gary Carney and Paul Carney, as partners in Carney Farms, an Idaho general partnership, and Callie Bailes, a married woman dealing in her separate property, Grantee, dated October 7, 2008, recorded November 6, 2008 as Instrument Number 2085964, Jerome County records.

TRACT II - PARCELS NO. 1 THROUGH NO. 9

28. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
29. Terms and conditions of an Agreement by and between Oregon Short Line Railroad Company and its Lessee, Union Pacific Railroad Company, parties of the first part, and S.A. High & Sons, a co-partnership, composed of S.A. High, R.S. High and R. G. High, individuals, party of the second part, dated October 1, 1957, recorded December 3, 1957 in Book 161 Page 541 as Instrument Number 133885, Jerome County records, affecting Section 27, Township 9 South, Range 21, East Boise Meridian.
30. Terms and conditions of a Pipe Line Agreement by and between Oregon Short Line Railroad Company and its Lessee, Union Pacific Railroad Company, parties of the first part, and S.A. High & Sons, a co-partnership composed of S.A. High, R. S. High and R. G. High, individuals, dated July 31, 1958, recorded September 25, 1958 in Book 161 Page 635, Jerome County records, affecting Section 27, Township 9 South, Range 21, East Boise Meridian.
31. Rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911, (36 Stat. 1253) as amended (43 U.S.C. sec. 961.) over and across the S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 28, Township 9 South, Range 21, East Boise Meridian, as revealed in United States Patent issued to Elmer N. Humphrey, dated November 17, 1958, recorded December 12, 1958 in Book 163 Page 371 as Instrument Number 137680, Jerome County records.
32. Easement given by S. A. High and Sons, a Co-Partnership, parties of the first part, and the Hillsdale Highway District, parties of the second part, dated April 10, 1959, recorded April 16, 1959 in Book 3 Page 62 as Instrument Number 139027, Jerome County records, affecting a strip of land 60 feet in width on the $\frac{1}{2}$ of Section 27, Township 9 South, Range 21, East Boise Meridian.
33. Power Line Easement given by Herman R. Hansen and Evelyn Hansen, husband and wife, to the Idaho Power Company, a corporation, dated October 23, 1959, recorded February 17, 1960 in Book 150 Page 606 as Instrument Number 141858, Jerome County records, affecting the NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21, East Boise Meridian.
34. Power Line Easement given by Ben K. Humphrey, M.D. and Evelyn Martindale Humphrey, his wife, to the Idaho Power Company, a corporation, dated February 24, 1960, recorded February 28, 1961 in Book 168 Page 62 as Instrument Number 145693, Jerome County records, affecting the NW $\frac{1}{4}$ of Section 33, the NE $\frac{1}{4}$ of Section 32, the SE $\frac{1}{4}$ of Section 29, and the SW $\frac{1}{4}$ of Section 28, all of Township 9 South, Range 21, East Boise Meridian.
35. Power Line Easement given by Herman R. Hanson and Evelyn B. Hanson, husband and wife, to the Idaho Power Company, a corporation, dated March 16, 1961, recorded May 10, 1961 in Book 168 Page 94 as Instrument Number 146647, Jerome County records, affecting

the SE¼SW¼ and SE¼SW¼ of Section 17, and the NE¼ and NE¼SE¼ of Section 20, all Township 9 South, Range 21, East Boise Meridian.

36. Power Line Easement given by Ben K. Humphrey M.D. and Evelyn M. Humphrey, his wife, to Idaho Power Company, a corporation, dated June 13, 1961, recorded March 27, 1962 in Book 168 Page 152 as Instrument Number 149912, Jerome County records, affecting the SE¼SE¼ of Section 28, Township 9 South, Range 21, East Boise Meridian.
37. Terms and conditions of a Pipe Line Agreement by and between the Oregon Short Line Railroad Company and the Union Pacific Railroad Company, parties of the first part, and Ben K. Humphrey, party of the second part, dated January 27, 1964, recorded March 23, 1964 in Book 174 Page 162 as Instrument Number 158575, Jerome County records, granting to the party of the second part the right to construct, maintain and operate a pipe line extending underground across the railroad right of way and underneath the roadbed and track of the Railroad Company of MP 16.76 on the North Side Branch, near Schodde in Section 28, Township 9 South, Range 21, East Boise Meridian.
38. Power Line Easement given by Herman R. Hanson and Evelyn B. Hanson, husband and wife, to Idaho Power Company, a corporation, dated May 7, 1964, recorded June 19, 1964 in Book 168 Page 385 as Instrument Number 159760, Jerome County records, affecting the NE¼NE¼ and SE¼NE¼ of Section 17, Township 9 South, Range 21, East Boise Meridian.
39. Rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911 (36 Stat. 1253) as amended (43 U.S.C. sec. 961) over and across the N½NE¼ of Section 32 and the N½N½ of Section 33, Township 9 South, Range 21, East Boise Meridian, as revealed in United States Patent issued to Ethel S. Humphrey Jensen, formerly Ethel S. Humphrey, dated June 17, 1964, recorded October 6, 1964 in Book 177 Page 292 as Instrument Number 160875, Jerome County records.
40. Rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911, (36 Stat. 1253), as amended (43 U.S.C. Sec. 961) over and across the SW½SE¼ of Section 21, and the N½NE¼ of Section 28, Township 9 South, Range 21, East Boise Meridian as revealed in United States Patent issued to Ben K. Humphrey and Evelyn M. Humphrey, dated December 22, 1964, recorded February 17, 1965 in Book 177 Page 429 as Instrument Number 162432, Jerome County records.
41. Reservation contained in United States Patent issued to Ethel Humphrey Jensen, dated December 10, 1964, recorded April 20, 1965 in Book 177 Page 511 as Instrument Number 163380, Jerome County records, reserving a right of way for a material site under 23 U.S.C. 317 in the SE¼NE¼ of Section 33, Township 9 South, Range 21, East Boise Meridian. "The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."
42. Power Line Easement given by Ben K. Humphrey and Evelyn M. Humphrey, husband and wife, to Idaho Power Company, a corporation, dated September 8, 1970, recorded July 29,

1971 in Book 184 Page 470 as Instrument Number 190329, Jerome County records, affecting the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 9 South, Range 21, East Boise Meridian.

43. Power Line Easement given by American Falls Reservoir District No. 2 to Idaho Power Company, a corporation, dated March 31, 1971, recorded November 15, 1971 in Book 184 Page 502 as Instrument Number 191544, Jerome County records, affecting the SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21, East Boise Meridian.
44. Power Line Easement given by G. K. Munsee and LaRee Munsee, husband and wife, to Idaho Power Company, a corporation, dated March 29, 1971, recorded November 15, 1971 in Book 184 Page 503 as Instrument Number 191545, Jerome County records, affecting the SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21, East Boise Meridian.
45. Power Line Easement given by Richard B. Tilley and L. June Tilley, husband and wife, to Idaho Power Company, a corporation, dated July 6, 1973, recorded April 25, 1974 in Book 184 Page 877 as Instrument Number 205651, Jerome County records, affecting a portion East of Gooding Canal in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21, East Boise Meridian.
46. Power Line Easement given by Magic Valley Dairy Associates and Aurora Capital Corporation to Idaho Power Company, a corporation, dated January 9, 1981, recorded March 2, 1981 as Instrument Number 255653, Jerome County records, affecting a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 9 South, Range 21, East Boise Meridian.
47. An easement for ingress and egress as disclosed in Deed given by H & S Farms, Inc., an Idaho Corporation, to PSF Associates, a California partnership, dated April 29, 1981, recorded June 1, 1981 as Instrument Number 258109, Jerome County records. (Affects Parcel No. 4)
48. Power Line Easement given by Grant Osterhout, Power of Attorney for Mattco Dairy Farms, to Idaho Power Company, a corporation, dated November 5, 1987, recorded June 24, 1988 as Instrument Number 311790, Jerome County records, affecting a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 9 South, Range 21, East Boise Meridian.
49. Power Line Easement given by Schodde May Investment Group, a California Limited Partnership, to Idaho Power Company, a corporation, dated February 7, 1989, recorded June 28, 1989 as Instrument Number 316527, Jerome County records, affecting a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 9 South, Range 21, East Boise Meridian.
50. Power Line Easement given by Schodde May Investment Group, a California Limited Partnership, to Idaho Power Company, a corporation, dated February 7, 1989, recorded June 28, 1989 as Instrument Number 316528, Jerome County records, affecting a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 9 South, Range 21, East Boise Meridian.
51. Power Line Easement given by Barney Little to Idaho Power Company, a corporation, dated March 16, 1995, recorded July 7, 1995 as Instrument Number 952695, Jerome County records, affecting a parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28, Township 9 South, Range 21 East Boise Meridian.

52. Statement of Intent to Declare Manufactured Home Real Property dated August 21, 1995, recorded September 19, 1995, as Instrument Number 953819, Jerome County records. (Part of Parcel No. 4.)

TRACT III

53. The burdens incident to the inclusion of the land within the boundaries of the Northside Pumping Division, Minidoka Project and the A and B Irrigation District and the rights and powers as by law provided.
54. Provisions of a Contract between the United States of America and the A and B Irrigation District, recorded March 19, 1962 in Book 164 Page 573 as Instrument Number 149779, Jerome County records.
55. Recordable and Interim Repayment Contract between The United States of America, acting through the Secretary of the Interior, and Clyde G. Harper and Vonda Harper, husband and wife, dated October 15, 1957, recorded January 15, 1958 in Book 164 Page 61 as Instrument Number 134291, Jerome County records.
56. Reservations contained in Patent Deed given by The United States of America to Clyde G. Harper and to his heirs, dated August 9, 1912, recorded April 27, 1960 in Book 167 Page 123 as Instrument Number 142738, Jerome County records, affecting Tract D of Section 4, Township 9 South, Range 21, East Boise Meridian.

TRACT IV - PARCELS NO. 1 AND NO. 2

57. Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.
58. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
59. Right-of-way for the Milner-Gooding Canal issued to American Falls Reservoir District No. 2.
60. Power Line Easement given by Herman R. Hanson and Evelyn B. Hanson, husband and wife, to Idaho Power Company, a corporation, dated March 16, 1961, recorded May 10, 1961 in Book 168 Misc. Page 94 as Instrument Number 146647, Jerome County records, affecting the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, Township 9 South, Range 21 and NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 9 South, Range 21 East Boise Meridian.
61. Power Line Easement given by American Falls Res. District #2 to Idaho Power Company, a corporation, dated March 31, 1971, recorded November 15, 1971 in Book 184 Misc. Page 502 as Instrument Number 191544, Jerome County records, affecting the SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21 East Boise Meridian.

62. Power Line Easement given by G.K. Munsee and LaRee Munsee, husband and wife, to Idaho Power Company, a corporation, dated March 29, 1971, recorded November 15, 1971 in Book 184 Misc. Page 503 as Instrument Number 191545, Jerome County records, affecting the SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21 East Boise Meridian.
63. Power Line Easement given by Richard B. Tilley and L. June Tilley, husband and wife, to Idaho Power Company, a corporation, dated July 6, 1973, recorded April 25, 1974 in Book 184 Page 877 as Instrument Number 205651, Jerome County records, affecting that part East of Gooding Canal in SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 21 East Boise Meridian.
64. Confirmation of Right-of-Way and Establishment of Width given by the United States of America to American Falls Reservoir District No. 2 dated May 14, 2010, recorded May 21, 2010 as Instrument Number 2102232, Jerome County records, a right of way for the location of the Milner-Gooding Canal.
65. Conditions and Reservations as set forth in Quitclaim Deed by and between United States of America, acting by and through the Administrator of General Services Administration, Grantor, to Horizon Organic Dairy, LLC, a Delaware limited liability company, Grantee, dated May 15, 2013, recorded May 21, 2013 as Instrument Number 2132352, Jerome County records, and Quitclaim Deed by and between United States of America, acting by and through the Administrator of General Services Administration, Grantor, to Horizon Organic Dairy, LLC, a Delaware limited liability company, Grantee, dated May 15, 2013, recorded May 21, 2013 as Instrument Number 2132353, Jerome County records. "The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."

CORPORATION WARRANTY DEED

For Value Received AURORA DAIRY CORPORATION OF IDAHO, A Colorado corporation, the Grantor, grants, bargains, sells, and conveys to HORIZON ORGANIC DAIRY, IDAHO FAR INC., a corporation, the Grantee, of 6311 HORIZON LN, LONGMONT CO 80503, the real property described on Schedule A as Parcels No. 1 through No. 10 except the real property described on Exhibit B and the real property described on Exhibit C.

TO HAVE AND TO HOLD the premises, with their appurtenances to the Grantee and its assigns forever. The Grantor covenants to and with the Grantee, that the Grantor is the owner in fee simple of the premises; that they are free from all encumbrances except liens of record and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be subscribed by its president and attested to by its Secretary on May 1, 1998.

AURORA DAIRY CORPORATION OF IDAHO,
a Colorado corporation

By: *[Signature]*

PRESIDENT

ATTEST:

[Signature]
SECRETARY

WARRANTY DEED - 1

RECORDED
JUN 10 1998
FEE \$34.97
IDAHO

9802905

Smith, Brooks & Hodges
Attorneys At Law
210 State Avenue East
Post Office Box 304
Twin Falls, Idaho 83301-0304

STATE OF COLORADO
County of Boulder)

On 5/1, 1998, before me, a Notary Public in and for
said State, personally appeared THOMAS B. HENNING and
Donna J. Getman, known or identified to me to be the
President and Secretary of the corporation that executed the within
instrument and acknowledged to me that the corporation executed it.



My Commission Expires 07/23/2001

Barbara J. Fogal
Notary Public for Colorado
Commission Expires: 7/23/2001

WARRANTY DEED - 2

Smith, Beck & Hodges
Attorneys At Law
210 South Main Street
Fort Collins, CO 80501
Phone 970-223-4500

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

A tract of land in the ENE¼ of Section 17, and the NW¼NW¼ of Section 16, more particularly described as follows:

Beginning at the Northeast corner of said Section 17, also being the Northwest corner of said Section 16;
Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said ENE¼ Section 17;
Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said ENE¼ Section 17;
Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;
Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;
Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;
Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;
Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: NW¼, W¼NE¼, SE¼NE¼, NE¼NE¼, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast corner of Section 16;
Thence West along the North line of Section 16, a distance of 674 feet;
Thence South parallel with the East line of Section 16, 327 feet;
Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;
Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

- Continued -

EXHIBIT A

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

Section 17: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM a tract of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 17 and NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16, Township 9 South, Range 21, East of the Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 17 also being the Northwest corner of said Section 16;
Thence South 89°44'20" West, 1,320.16 feet to the Northwest corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 17;
Thence South 0°07'52" East, 3,201.08 feet along the Westerly boundary of said E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 17;
Thence North 89°43'25" East, 1,318.92 feet to a point on the Easterly boundary of said Section 17;
Thence North 0°06'32" West, 3,060.73 feet along the Easterly boundary of said Section 17;
Thence North 89°46'14" East, 945.00 feet parallel with the Northerly boundary of said Section 16;
Thence North 0°06'32" West, 140.00 feet parallel with the Westerly boundary of said Section 16 to the Northerly boundary of said Section 16;
Thence South 89°46'14" West, 945.00 feet along the Northerly boundary of said Section 16 to THE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Beginning at the Northeast corner of Section 16;
Thence West along the North line of Section 16, a distance of 674 feet;
Thence South parallel with the East line of Section 16, 327 feet;
Thence East parallel with the North line of Section 16, 674 feet, more or less, to the East line;
Thence North along said East line, 327 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the highway.

- Continued -

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

PARCEL NO. 4

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 20: SE $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 21: SW $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 28: All of Section 28;
Section 29: E $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$;
Section 32: NW $\frac{1}{2}$ NE $\frac{1}{4}$;
Section 33: NW $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the SE $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28, Township 9 South, Range 21, East of the Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 28;
Thence North 0°02' West along the East boundary of said
Section 28, 395.59 feet;
Thence South 79°00'21" West, 485.62 feet to THE TRUE POINT OF
BEGINNING;
Thence continuing South 79°00'21" West, 154.50 feet;
Thence North 10°59'39" West, 55.00 feet;
Thence North 79°00'21" East, 154.50 feet;
Thence South 10°59'39" East, 55.00 feet to THE TRUE POINT OF
BEGINNING.

AND EXCEPTING THEREFROM that portion of the NE $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28, described as follows:

Beginning at the East quarter corner of said Section 28, which
point shall be known as THE TRUE POINT OF BEGINNING;
Thence West along the North boundary of the NE $\frac{1}{2}$ SE $\frac{1}{4}$, 909.75
feet;
Thence South parallel to the East boundary of the NE $\frac{1}{2}$ SE $\frac{1}{4}$,
909.75 feet;
Thence East parallel to the North boundary of the NE $\frac{1}{2}$ SE $\frac{1}{4}$,
909.75 feet to a point on the East boundary of the NE $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence North along the East boundary of the NE $\frac{1}{2}$ SE $\frac{1}{4}$, 909.75
feet to THE TRUE POINT OF BEGINNING.

- Continued -

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

PARCEL NO. 5

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: S½

EXCEPTING THEREFROM the highway.

PARCEL NO. 6

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 17: SW¼NW¼, NW¼SW¼;

Section 18: NE¼SE¼, E¼SW¼, SW¼SE¼;

PARCEL NO. 7

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 22: SE¼SW¼, S¼SE¼;

Section 27: E¼; NW¼SW¼, S¼NW¼, NW¼NW¼, S¼SW¼;

NE¼SW¼, EXCEPTING THEREFROM the following described parcel of
land:

From a Point of Beginning located 714.75 feet, more or less,
North from the Southwest corner of Section 27, to the point
of intersection of said Section line or County road center
line with the North boundary of the Oregon Short Line
Railroad North Side Branch right of way;

Thence running North along the Section line or center line of
said County road, 275.27 feet;

Thence North 78°46' East and parallel to the said railroad
right of way center line, 2691.57 feet, more or less, to
the point of intersection with the North-South mid-section
line;

Thence South along said mid-section line 275.27 feet, more or
less, to the point of intersection with the North railroad
right-of-way boundary;

- Continued -

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

Thence South $78^{\circ}46'$ West and along said North railroad right of way boundary, 2691.57 feet, more or less, to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM railroad rights of way.

TOGETHER WITH a permanent easement and right of way, including the perpetual right to enter upon the excepted portion of the above described property in the SW $\frac{1}{4}$ of Section 27, Township 9 South, Range 21, East of the Boise Meridian, for the purpose of constructing, maintaining and repairing underground pipelines for irrigation water as set forth in Easement Agreement recorded May 15, 1963 in Book 174 Page 53 as Instrument Number 154714, Jerome County records.

Section 34: N $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$;

PARCEL NO. 8

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 27: N $\frac{1}{2}$ SW $\frac{1}{4}$;

PARCEL NO. 9

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 28: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the Southeast corner of said Section 28;
Thence North $0^{\circ}02'$ West along the East boundary of said
Section 28, 395.59 feet;
Thence South $79^{\circ}00'21''$ West, 485.62 feet to THE TRUE POINT OF
BEGINNING;
Thence continuing South $79^{\circ}00'21''$ West, 154.50 feet;
Thence North $10^{\circ}59'39''$ West, 55.00 feet;
Thence North $79^{\circ}00'21''$ East, 154.50 feet;
Thence South $10^{\circ}59'39''$ East, 55.00 feet to THE TRUE POINT OF
BEGINNING.

AND

- Continued -

CONTINUATION

SCHEDULE A

Policy Number: 554-433970

That portion of the NEWSEX, described as follows:

Beginning at the East quarter corner of said Section 28, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence West along the North boundary of the NEWSEX, 909.75 feet;
Thence South parallel to the East boundary of the NEWSEX, 909.75 feet;
Thence East parallel to the North boundary of the NEWSEX, 909.75 feet to a point on the East boundary of the NEWSEX;
Thence North along the East boundary of the NEWSEX, 909.75 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 10

TOWNSHIP 8 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 32: EXSEX;

Section 33: NKSWM; S $\frac{1}{2}$ NWM; S $\frac{1}{2}$ NEM;

EXCEPTING THEREFROM the highway.

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-07801, Priority Date August 24, 1978."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08015, Priority Date December 24, 1981."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08012."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. A36-02254, Priority Date March 16, 1954."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02284, Priority Date May 16, 1955."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-07688, Priority Date April 6, 1977."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. A36-02249, Priority Date March 5, 1954."

BEST COPY

AVAILABLE

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02248, Priority Date March 5, 1954."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. A36-14601, Priority Date December 31, 1954."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08011B, Priority Date December 24, 1981."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. A36-08008, Priority Date December 8, 1981."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02430, Priority Date April 21, 1960."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08004, Priority Date October 19, 1981."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02319, Priority Date May 11, 1957."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08003, Priority Date December 8, 1981."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02424, Priority Date March 10, 1960."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. G-28496, Priority Date March 10, 1960."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-07351, Priority Date July 16, 1973."

"Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02310, Priority Date November 20, 1953."

Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-08005, Priority Date December 8, 1951."

Together with all water rights appurtenant to this property and all wells and equipment used for irrigation, stockwater, commercial and domestic uses on said land including, but not limited to, Water Right No. 36-02376, Priority Date February 20, 1959."



By Marcus B. Peperzak
 Marcus B. Peperzak, President

Marcus B. Peperzak
 Marcus B. Peperzak, Individually

ATTEST: Donna J. Getman
 Donna J. Getman, Secretary

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
 COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 20th day of December, 1994, by Marcus B. Peperzak, President of Aurora Dairy Corporation of Idaho, a Colorado Corporation and by Donna J. Getman, Secretary for and in behalf of the corporation and by Marcus B. Peperzak, as an individual.

My Commission Expires 7-8-95



Kath M. Elmolph
 Notary Public

127 22nd Street Greeley, CO 80631
 Notary Address

Part of the SE $\frac{1}{4}$ of Section 28 of Township 9 South, Range 21 East of the Boise Meridian, Jerome County, State of Idaho.

Beginning at the Southeast corner of Section 28 of T.9 S., R.21 E., B.M., said corner marked by a 5/8" rebar; Thence North 00 degrees 02 minutes 00 seconds West along the east line of Section 28 for a distance of 746.58 feet to a 1/2" rebar which shall be the Point of Beginning;

THENCE South 78 degrees 49 minutes 25 seconds West for a distance of 885.48 feet to a 1/2" rebar;

THENCE North 00 degrees 02 minutes 00 seconds West for a distance of 885.48 feet to a 1/2" rebar;

THENCE North 78 degrees 49 minutes 25 seconds East for a distance of 885.48 feet to a 1/2" rebar on the east line of Section 28;

THENCE South 00 degrees 02 minutes 00 seconds East along said line for a distance of 885.48 feet to the Point of Beginning.

Said property contains 17.66 acres more or less and is subject to a county road right of way along the east side.

EXHIBIT B

Legal Description:

Township 8 South, Range 21 East of the Boise Meridian, Jerome County, Idaho

Section 32: E1/2SE1/4;

Section 33: N1/2SW1/4; S1/2NW1/4; S1/2NE1/4;

EXCEPTING THEREFROM the highway.

Part of the SE1/4 of Section 28, Township 9 South, Range 21 East of the Boise Meridian, Jerome County, State of Idaho.

Beginning at the Southeast corner of Section 28, Township 9 South, Range 21 East of the Boise Meridian, said corner marked by a 5/8" rebar;

Thence North 00 degrees 02 minutes 00 seconds West along the East line of Section 28 a distance of 746.58 feet to a 1/2" rebar which shall be the Point of Beginning;

Thence South 78 degrees 49 minutes 25 seconds West for a distance of 885.48 feet to a 1/2" rebar;

Thence North 00 degrees 02 minutes 00 seconds West for a distance of 885.48 feet to a 1/2" rebar;

Thence North 78 degrees 49 minutes 25 seconds East for a distance of 885.48 feet to a 1/2" rebar on the East line of Section 28;

Thence South 00 degrees 02 minutes 00 seconds East along said line for a distance of 885.48 feet to the Point of Beginning.

EXHIBIT c

Instrument # 2002932
JEROME COUNTY JEROME IDAHO
2000-06-30 11:58:33 No. of Pages: 7
Recorded for: LAND TITLE & ESCROW
CHERYL WATTS For: 6.00
Ex-Officio Recorder Deputy

C. Bench
X

J-29442

WARRANTY DEED

For Value Received BARNEY LITTLE, an unmarried man, the Grantor, grants, bargains, sells, and conveys to HORIZON ORGANIC DAIRY, IDAHO FARM, INC., the Grantee, whose address is PO BOX 17557, BOULDER CO 80308-7577, the premises described on Exhibit A.

TO HAVE AND TO HOLD the premises, with their appurtenances to the Grantee and its assigns forever. The Grantor covenants to and with the Grantee, that the Grantor is the owner in fee simple of the premises; that they are free from all encumbrances except as described above and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

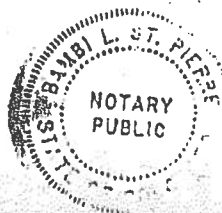
Dated May 24, 2000.

Barney Little
.....
BARNEY LITTLE

STATE OF Colorado
County of Boulder

On May 24, 2000, before me, a Notary Public in and for said State, personally appeared BARNEY LITTLE, an unmarried man, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.

Barbara St. Pierre
.....
Notary Public for
Commission Expires 04/08/2001



WARRANTY DEED - 1

Smith, Reedy & Hodges
Attorneys At Law
218 1/2 4th Avenue East
P.O. Box 100
Jerome, Idaho 83403-0100

EXHIBIT "A"

Part of the SE $\frac{1}{4}$ of Section 28 of Township 9 South, Range 21 East of the Boise Meridian, Jerome County, State of Idaho.

Beginning at the Southeast corner of Section 28 of T.9 S., R.21 E., B.M., said corner marked by a 5/8" rebar; Thence North 00 degrees 02 minutes 00 seconds West along the east line of Section 28 for a distance of 746.58 feet to a 1/2" rebar which shall be the Point of Beginning;

THENCE South 78 degrees 49 minutes 25 seconds West for a distance of 885.48 feet to a 1/2" rebar;

THENCE North 00 degrees 02 minutes 00 seconds West for a distance of 885.48 feet to a 1/2" rebar;

THENCE North 78 degrees 49 minutes 25 seconds East for a distance of 885.48 feet to a 1/2" rebar on the east line of Section 28;

THENCE South 00 degrees 02 minutes 00 seconds East along said line for a distance of 885.48 feet to the Point of Beginning.

Said property contains 17.66 acres more or less and is subject to a county road right of way along the east side.

WARRANTY DEED - 2

Smith, Beck & Hodges
Attorneys At Law
218 Sixth Avenue East
Pan Office Bldg. 3rd
Floor
Twin Falls, Idaho 83301-4100