

Southfield water rights					
Basin	Sequence		Basin	Sequence	
37	2549		36	7547G	36 15300
37	2550		36	7547H	
37	2761B		36	7575	
37	7370		36	7583	
37	7572		36	7584	
37	7634		36	7572	
37	8326		36	8063C	
37	8732		36	8252E	
37	10141		36	8313A	
36	2262		36	8387	
36	2297		36	8529	
36	2335		36	8560A	
36	2374B		36	8560B	
36	2425C		36	8582	
36	2510		36	8608	
36	2517A		36	8760	
36	2517B		36	10069	
36	2520A		36	10092	
36	2590		36	10093	
36	2698		36	10206	
36	2907		36	10216	
36	4048		36	10270	
36	4119		36	10271	
36	4246		36	10382	
36	7157A		36	10383	
36	7295A		36	10479	
36	7295B		36	10480	
36	7295C		36	10497	
36	7304A		36	10498	
36	7304B		36	10499	
36	7304c		36	10535	
36	7325A		36	10573	
36	7325B		36	10586	
36	7326		36	10638	
36	7377D		36	10639	
36	7377F		36	10650	
36	7377G		36	10659	
36	7377H		36	10666	
36	7460B		36	10676	
36	7460E		36	10788	
36	7460F		36	10926	
36	7533A		36	13875	
36	7533B		36	15219B	
36	7533C		36	15288	
36	7547D		36	15289	
36	7547F		36	15299	

RECEIVED
SEP 12 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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): See Attached Exhibit A

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

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Oveland Park, KS 66210

4. Name of Water Right Owner/Claimant(s) Southfield Properties, LLC

5. Expiration Date of Notification Period 04/16/2032

6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

7. Signature(s) of Security Interest holder(s) Kate J. Hinkle
(and title if applicable) Director

For Office Use Only

Received by _____	Date <u>9-12-2012</u>	Fee <u>\$2,325-</u>
Received by <u>DM</u>	Date <u>9-12-2012</u>	Receipt No. <u>5032785</u>
Processed by _____	AJ Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 34-2262

EXHIBIT A

**NOTICE OF SECURITY INTEREST
IN WATER RIGHTS**

Idaho Department of Water Resources Water Summarized Reports

Record	Basin	Sequence	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses
1	37	2549	Decreed	Active	3/11/1954	1.86	GROUND WATER	IRRIGATION
2	37	2550	Decreed	Active	3/11/1954	2.67	GROUND WATER	IRRIGATION
3	37	2761B	Decreed	Active	7/14/1967	5.04	GROUND WATER	IRRIGATION
4	37	7370	Decreed	Active	7/22/1974	3.26	GROUND WATER	IRRIGATION
5	37	7572	Decreed	Active	3/21/1977	2.53	GROUND WATER	IRRIGATION
6	37	7634	Decreed	Active	5/23/1977	1.31	GROUND WATER	IRRIGATION
7	37	8326	License	Active	1/6/1988	1.36	GROUND WATER	IRRIGATION
8	37	8732	License	Active	4/13/1991	3	GROUND WATER	IRRIGATION
9	37	10141	Decreed	Active	6/1/1951	0.04	GROUND WATER	DOMESTIC

Idaho Department of Water Resources Water Summarized Reports

Record	Basin	Sequence	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses
1	36	2262	Decreed	Active	5/25/1954	2	GROUND WATER	IRRIGATION
2	36	2297	Decreed	Active	3/23/1956	1.82	GROUND WATER	IRRIGATION
3	36	2335	Decreed	Active	7/8/1957	3.16	GROUND WATER	IRRIGATION
4	36	2374B	Decreed	Active	1/29/1959	1.94	GROUND WATER	IRRIGATION
5	36	2425C	Decreed	Active	3/9/1960	0.13	GROUND WATER	IRRIGATION
6	36	2510	Decreed	Active	8/25/1961	0.68	GROUND WATER	IRRIGATION
7	36	2517A	Decreed	Active	9/11/1961	1.06	GROUND WATER	IRRIGATION
8	36	2517B	Decreed	Active	9/11/1961	0.21	GROUND WATER	IRRIGATION
9	36	2520A	Decreed	Active	10/2/1961	1.37	GROUND WATER	IRRIGATION
10	36	2590	Decreed	Active	5/19/1964	2.42	GROUND WATER	IRRIGATION
11	36	2698	Decreed	Active	2/25/1960	0.36	GROUND WATER	STOCKWATER
12	36	2907	Decreed	Active	4/26/1990	0.8	GROUND WATER	IRRIGATION
13	36	4048	Decreed	Active	3/25/1958	3.14	GROUND WATER	IRRIGATION
14	36	4119	Decreed	Active	6/9/1952	1.6	GROUND WATER	IRRIGATION

15	36	4246	Decreed	Active	3/15/1968	0.12	WASTE WATER	IRRIGATION, STOCKWATER FROM STORAGE, STOCKWATER STORAGE
16	36	7157A	Decreed	Active	2/16/1971	3.3	GROUND WATER	IRRIGATION
17	36	7295A	Decreed	Active	12/11/1973	2.43	GROUND WATER	IRRIGATION
18	36	7295B	Decreed	Active	12/11/1973	2.8	GROUND WATER	IRRIGATION
19	36	7295C	Decreed	Active	12/11/1973	0.32	GROUND WATER	COMMERCIAL, STOCKWATER
20	36	7304A	Decreed	Active	2/23/1973	5.2	GROUND WATER	IRRIGATION
21	36	7304B	Decreed	Active	2/23/1973	0.24	GROUND WATER	COMMERCIAL, STOCKWATER
22	36	7304C	Decreed	Active	2/23/1973	0.8	GROUND WATER	COMMERCIAL, STOCKWATER
23	36	7325A	Decreed	Active	4/12/1973	3.6	GROUND WATER	IRRIGATION
24	36	7325B	Decreed	Active	4/12/1973	0.95	GROUND WATER	IRRIGATION
25	36	7326	Decreed	Active	4/6/1973	0.64	GROUND WATER	IRRIGATION
26	36	7377D	Decreed	Active	9/7/1973	0.79	GROUND WATER	COMMERCIAL, STOCKWATER
27	36	7377F	Decreed	Active	9/7/1973	0.24	GROUND WATER	IRRIGATION
28	36	7377G	Decreed	Active	9/7/1973	1.04	GROUND WATER	IRRIGATION

29	36	737711	Decreed	Active	9/7/1973	0.05	GROUND WATER	IRRIGATION
30	36	7460B	Decreed	Active	3/25/1974	1.04	GROUND WATER	IRRIGATION
31	36	7460E	Decreed	Active	3/25/1974	0.13	GROUND WATER	IRRIGATION
32	36	7460F	Decreed	Active	3/25/1974	0.12	GROUND WATER	IRRIGATION
33	36	7533A	Decreed	Active	3/27/1975	1.13	GROUND WATER	IRRIGATION
34	36	7533B	Decreed	Active	3/27/1975	1.12	GROUND WATER	IRRIGATION
35	36	7533C	Decreed	Active	3/27/1975	0.42	GROUND WATER	IRRIGATION
36	36	7547D	Decreed	Active	5/13/1975	1.14	GROUND WATER	COMMERCIAL STOCKWATER
37	36	7547F	Decreed	Active	5/13/1975	0.35	GROUND WATER	IRRIGATION
38	36	7547G	Decreed	Active	5/13/1975	1.51	GROUND WATER	IRRIGATION
39	36	7547H	Decreed	Active	5/13/1975	0.08	GROUND WATER	IRRIGATION
40	36	7575	Decreed	Active	10/31/1975	0.43	GROUND WATER	IRRIGATION, STOCKWATER
41	36	7583	Decreed	Active	12/9/1975	0.22	GROUND WATER	IRRIGATION
42	36	7584	Decreed	Active	12/9/1975	1.08	GROUND WATER	IRRIGATION
43	36	7672	Decreed	Active	1/27/1977	1.77	GROUND WATER	IRRIGATION
44	36	8063C	License	Active	2/21/1982	0.3	GROUND WATER	IRRIGATION

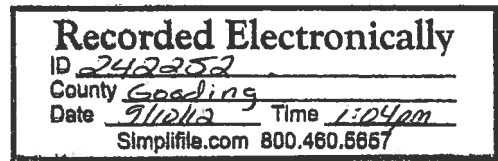
45	36	8252E	License	Active	10/17/1984	0.1	GROUND WATER	IRRIGATION
46	36	8313A	License	Active	8/20/1986	1.2	GROUND WATER	IRRIGATION
47	36	8387	License	Active	8/31/1988	2.48	GROUND WATER	IRRIGATION
48	36	8529	License	Active	4/5/1990	0.66	GROUND WATER	IRRIGATION
49	36	8560A	License	Active	9/7/1990	1.03	GROUND WATER	IRRIGATION
50	36	8560B	License	Active	9/7/1990	0.12	GROUND WATER	IRRIGATION
51	36	8582	License	Active	2/20/1991	0.46	GROUND WATER	IRRIGATION
52	36	8608	License	Active	9/3/1991	0.86	GROUND WATER	COMMERCIAL, DOMESTIC, IRRIGATION, STOCKWATER
53	36	8760	Decreed	Active	12/4/1990	1.52	GROUND WATER	IRRIGATION
54	36	10069	Decreed	Active	6/17/1972	0.06	GROUND WATER	DOMESTIC, STOCKWATER
55	36	10092	Decreed	Active	6/1/1923	0.09	GROUND WATER	DOMESTIC, STOCKWATER
56	36	10093	Decreed	Active	6/1/1924	0.1	GROUND WATER	DOMESTIC, STOCKWATER
57	36	10206	Decreed	Active	8/1/1981	0.04	GROUND WATER	DOMESTIC, STOCKWATER
58	36	10216	Decreed	Active	1/1/1930	0.04	GROUND WATER	DOMESTIC, STOCKWATER
59	36	10270	Decreed	Active	6/1/1976	0.07	GROUND WATER	DOMESTIC, STOCKWATER

60	36	10271	Decreed	Active	2/22/1978	0.07	GROUND WATER	DOMESTIC, STOCKWATER
61	36	10382	Decreed	Active	12/31/1920	0.07	GROUND WATER	DOMESTIC, STOCKWATER
62	36	10383	Decreed	Active	12/31/1940	0.13	GROUND WATER	DOMESTIC, STOCKWATER
63	36	10479	Decreed	Active	2/1/1973	0.06	GROUND WATER	DOMESTIC, STOCKWATER
64	36	10480	Decreed	Active	3/1/1974	0.02	GROUND WATER	DOMESTIC
65	36	10497	Decreed	Active	1/1/1948	0.04	GROUND WATER	DOMESTIC, STOCKWATER
66	36	10498	Decreed	Active	1/1/1948	0.07	GROUND WATER	DOMESTIC, STOCKWATER
67	36	10499	Decreed	Active	1/1/1906	0.13	GROUND WATER	DOMESTIC, STOCKWATER
68	36	10535	Decreed	Active	4/20/1931	0.13	GROUND WATER	DOMESTIC, STOCKWATER
69	36	10573	Decreed	Active	9/1/1980	0.04	GROUND WATER	DOMESTIC, STOCKWATER
70	36	10586	Decreed	Active	10/31/1979	0.13	GROUND WATER	DOMESTIC, STOCKWATER
71	36	10638	Decreed	Active	4/1/1970	0.04	GROUND WATER	DOMESTIC
72	36	10639	Decreed	Active	4/1/1987	0.04	GROUND WATER	STOCKWATER
73	36	10650	Decreed	Active	4/1/1983	0.04	GROUND WATER	STOCKWATER
74	36	10659	Decreed	Active	12/31/1955	0.04	GROUND WATER	DOMESTIC

75	36	10666	Decreed	Active	5/1/1987	0.19	GROUND WATER	IRRIGATION
76	36	10676	Decreed	Active	1/1/1946	0.04	GROUND WATER	DOMESTIC, STOCKWATER
77	36	10788	Decreed	Active	1/1/1946	0.04	GROUND WATER	DOMESTIC
78	36	10926	Decreed	Active	1/1/1952	0.04	GROUND WATER	DOMESTIC, STOCKWATER
79	36	13875	Decreed	Active	3/1/1975	0.14	GROUND WATER	DOMESTIC, STOCKWATER
80	36	15219B	Decreed	Active	3/22/1956	0.26	GROUND WATER	IRRIGATION
81	36	15288	Decreed	Active	6/1/1945	0.07	GROUND WATER	STOCKWATER
82	36	15289	Decreed	Active	3/1/1956		WASTE WATER	STOCKWATER FROM STORAGE, STOCKWATER STORAGE
83	36	15299	Decreed	Active	6/1/1945	0.07	GROUND WATER	STOCKWATER
84	36	15300	Decreed	Active	6/1/1945	0.04	GROUND WATER	DOMESTIC

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director



(space above reserved for recorder's use)

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

DATED: September 5, 2012

FROM: SOUTHFIELD PROPERTIES, LLC,
an Idaho limited liability company,
SOUTHFIELD DAIRY,
an Idaho general partnership
3308 S 1600 East
Wendell, ID 83355

MORTGAGOR

TO: METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
10801 Mastin Blvd., Suite 930
Overland Park, Kansas 66210

MORTGAGEE

Mortgagor is the owner of the real and personal property in Gooding County, Idaho described on the attached Exhibit A and Exhibit B.

Mortgagee has loaned or agreed to loan to Mortgagor, Ed Southfield, LLC, an Idaho limited liability company, Edwin Southfield, LLC, an Idaho limited liability company, Arie

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director

Instrument # 242252
GOODING COUNTY, GOODING, IDAHO
09-10-2012 13:04:19 No. of Pages: 60
Recorded for: LAND TITLE AND ESCROW - JEROME
DENISE GILL Fee: \$187.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

(space above reserved for recorder's use)

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Roeloffs, LLC, an Idaho limited liability company, Arie Roeloffs and Coralee Roeloffs, husband and wife, and Edwin Southfield and Patricia Southfield, husband and wife (collectively, "Borrower") the original aggregate principal amount of ~~FORTY-THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$43,500,000.00)~~ FOURTY-THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note in the amount of ~~FORTY-THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS~~ FOURTY-THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS dated of even date herewith (the "Note"). The final payment of principal and interest pursuant to the will be due on April 16, 2032. The Note and any documents or instruments given in renewal, modification, substitution or addition to the Note as originally issued, are collectively referred to herein as "the Note." The Note provides that the interest rate and payment terms may be adjusted. The loan is subject to those terms and conditions contained in a Loan Agreement of even date herewith between Borrower, as borrower, and Mortgagee, as lender (the "Agreement").

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal, interest and other amounts payable under the Note, including without limitation, prepayment premiums (b) any future amounts that Mortgagee may in its discretion loan to Borrower, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Borrower or expenses incurred by Mortgagee to enforce obligations of Borrower, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Borrower to Mortgagee under the provisions of the Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Borrower under this Mortgage and the Agreement, Mortgagor hereby mortgages, conveys and assigns to Mortgagee the following:

- A. The real property in Gooding County, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Real Property");
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pump houses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-

in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;
- D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (v) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "Equipment and Improvements"), excluding rolling stock;
- E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, including the Dairy Lease (as hereinafter defined), unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any

other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "Income"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred other than as provided in Section 9 below regarding the direct assignment of rent from the Dairy Lease;

- F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "Water Rights");
- G. All milk, cream, and other dairy products (the "Dairy Products"), and all receivables thereof (the "Receivables");
- H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;
- I. All rights and/or interest arising under the Dairy Lease and all other contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property, including, without limitation, all rights to collection and payment and enforcement rights granted therein (the "Intangibles").
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses;
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing;

The real and personal property described above is referred to as the "Property."

Mortgagor hereby grants to Mortgagee a security interest in the Income, the Water Rights, Dairy Products, Receivables, Equipment and Improvements, Intangibles and all Property constituting personal property (collectively, the "Personal Property").

This Mortgage is given and accepted on the following terms and conditions which Mortgagor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Mortgagor shall pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Mortgagor by this Mortgage, the Agreement, and the Note.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Mortgagor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Mortgagor shall maintain the Property in good condition at all times and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices, operated in accordance with good dairy operation custom and practice, and all farming and dairy operations shall be conducted in such manner as to prevent deterioration of the Property, except for reasonable wear and tear from proper use. Without limiting the foregoing, Mortgagor shall operate and maintain the crops and dairy operations on the Property in accordance with good farming and dairy practices prevailing in Idaho.

2.3 Nuisance, Waste. Mortgagor shall not conduct or permit any nuisance and shall not commit or suffer any strip mining or waste on the Property.

2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to

mobile homes, fences, corrals, dairy parlors, confinement facilities, silos, elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof \$10,000 for any single transaction or a total of \$25,000 in any fiscal year, upon replacing or substituting the same with a replacement of at least equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.

- 2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.
- 2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.
- 2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.
- 2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.

- 2.9 Validity and Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated including, without limitation, livestock confinement permits, nutrient management permits, wastewater discharge permits, spreading agreements and water licenses and permits. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

3. TAXES, ASSESSMENTS AND LIENS

- 3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.
- 3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within fifteen (15) days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.
- 3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.

- 3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.
- 3.5 Farm Classification. Mortgagor agrees to maintain the agricultural use classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use.

4. PROPERTY DAMAGE INSURANCE

- 4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' written notice to Mortgagee.
- 4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. In the event of any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and

other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to such damage or destruction (the "Restoration"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "Net Insurance Proceeds") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein, after payment in full of the Secured Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

- 4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

5. WARRANTIES OF MORTGAGOR

- 5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions approved by Mortgagee set forth in the title insurance policy issued to Mortgagee at closing, which include the Senior Mortgages (the "Permitted Encumbrances"). The Senior Mortgages shall mean:
- (a) that certain Real Estate Mortgage granted by Southfield Dairy to Tony F. Ruffing and Glenna Mae Ruffing, husband and wife, recorded March 4, 1997, as Instrument No. 169844 in Gooding County, Idaho; and
 - (b) that certain Real Estate Mortgage granted by Southfield Dairy to Dean R. Hunsaker and Barbara E. Hunsaker, husband and wife,

recorded January 24, 2008, as Instrument No. 2250005 in Gooding County, Idaho and re-recorded February 1, 2008, as Instrument No. 225126 in Gooding County, Idaho.

- 5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
- 5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Note and the execution and delivery of the Note, and Agreement and this Mortgage will not contravene any provision of law or of the articles of organization, partnership agreement, or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.
- 5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its officers, partners, members, or managers, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Note violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

6. CONDEMNATION

- 6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.
- 6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

- 7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
- (c) A specific tax upon mortgage deeds or upon all or any part of the indebtedness secured by a mortgage.
 - (d) A specific tax on Mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
 - (e) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.
 - (f) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Mortgagor.
- 7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as

a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

- (a) Mortgagor pays the tax or charge imposed by the state tax, and
- (b) Mortgagor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

8. TRANSFER BY MORTGAGOR

8.1 Prohibition of Transfer Without Consent. Mortgagor shall not sell, lease, agree to sell or lease, assign, convey, subcontract, encumber or otherwise transfer any part or all of the Property or any interest in the Property or any interest of more than ten percent (10%) of any entity constituting Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the crops and other farm products now or hereafter growing or grown on the Real Property made for operating financing that is made in compliance with the Agreement;
- (b) Any lease of the Property, or portion thereof, including any wind leases or agreements involving the creation of a wind farm, with a term greater than one (1) year;
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

Notwithstanding the foregoing, in the absence of an event of default, transfers of up to twenty percent (20%) of the equity ownership interest, determined in the aggregate, in any entity constituting Mortgagor to a current member's immediate family member shall be permitted upon the satisfaction of the following conditions: (i) such transfer shall comply with all applicable state and federal laws; (ii) Mortgagee shall be provided with thirty (30) days' prior written notice; (iii) Mortgagor shall provide Mortgagee with all such information regarding the transferees as Mortgagee shall deem necessary to confirm compliance with the OFAC representations set forth in the Borrower's Closing Certificate of even date herewith; and (iv) following such transfer all other covenants and representations set forth in this Mortgage, the Agreement and Borrower's Closing Certificate shall remain satisfied.

- 8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.
- 8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Note or waive any right or remedy under this Mortgage or the Note without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.
- 8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor or Tenant sells Dairy Products produced at the Real Property, or otherwise alter, or permit any Tenant to alter, the operations or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's or any Tenant's proceeds of the sale of Dairy Products sums sufficient to satisfy the monthly payment due under the Note. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

- 9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Equipment and Improvements and other Personal Property included in the description of the Property.
- 9.2 Security Interest. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property and make it available to Mortgagee within three days after receipt of written demand from Mortgagee.
- 9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. Mortgagor is the record owner of the Property.

Name and address of Mortgagee (Secured Party) from whom information may be obtained:

Metropolitan Life Insurance Company
Agricultural Investments
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attention: Director

Mailing address of Mortgagor (Debtor):

Southfield Properties, LLC
3308 S 1600 East
Wendell, ID 83355

9.4 Assignment of Leases.

9.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, the Income, and all of Mortgagor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof, and any agreement for the use or occupancy of all or any part of said Property or any adjoining property used for the benefit of the Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Mortgagor or in Mortgagor becoming entitled to the payment of money for the use of the Property or any other property or assets benefitting the Property or any part thereof whether such user or occupier is a tenant, invitee, or licensee including, without limitation, that certain Agreement of Lease dated as of December 17, 2008 between Mortgagor, as landlord, and Southfield Dairy, an Idaho general partnership, as tenant (as replaced, extended, renewed or amended from time to time, the "Dairy Lease") (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or portions of the Property or adjoining property used for the benefit of the Property; together with all of Mortgagor's right, title, and interest in and to all income, rents issues, royalties, receivables, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Mortgagee, and not just to create a security interest.

9.4.2 Mortgagor hereby represents, warrants, and agrees as follows:

- (a) Mortgagor is the sole holder of the landlord's interest under the Leases, is entitled to receive the Income under the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred;
- (b) Mortgagor has made no pledge or assignment of the Leases or Income, other than to Mortgagee, and Mortgagor shall not, after the date hereof, make or permit any such pledge or assignment.

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so. Although this Mortgage constitutes as an absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases). Notwithstanding the foregoing, all Income payable under the Dairy Lease in amounts sufficient to make all payments due under the Note is hereby presently and absolutely assigned to Mortgagee, regardless of the occurrence of default and Mortgagor shall direct and cause all such Income to be paid to Mortgagee. In no event shall the termination of any of the Lease waive or excuse the obligations to make all payments under the Note, as and when due.

9.4.4 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, including, without limitation, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a

"Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

9.5 Assignment of Milk Proceeds. As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Mortgagor's Dairy Products and all Mortgagor's right, title and interest to the proceeds of the sale of any Tenant's Dairy Products, in an amount and with priority sufficient to cover the monthly Note payment as adjusted under the provisions of the Note, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts. Mortgagor shall deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products. Such assignments shall not be terminated or altered absent Mortgagee's prior written consent.

10. RELEASE ON FULL PERFORMANCE

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall, if requested, execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file. The reconveyance and filing fees shall be paid by Mortgagor.

11. DEFAULT

Any of the following shall constitute an event of default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.

- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Mortgagor; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."
- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Agreement within ten (10) days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within ten (10) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.
- (f) Any representation or warranty of Mortgagor contained herein or in the Agreement proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default or event of default under any mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.

- (h) Failure of Mortgagor or Borrower, in the due, prompt and complete performance or observance of any covenant, agreement, condition, provision, representation, warranty or obligation contained in or secured by the Senior Mortgages or any part thereof.

12. RIGHTS AND REMEDIES ON DEFAULT

12.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

- (a) Mortgagee may declare the entire Indebtedness immediately due and payable.
- (b) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Property. If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Property by nonjudicial sale.
- (c) If permitted by applicable law, Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.
- (d) With respect to all or any part of the Property that constitutes personalty, Mortgagee may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee shall have the option of proceeding as to the Real Property and all or some of the Personal Property, separately or together, in accordance with the unified sale procedures of the Uniform Commercial Code.
- (e) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by

tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

- (f) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (g) In the event Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.
- (h) Mortgagee shall have any other right or remedy provided in this Mortgage, the Note, the Agreement, or any other instrument delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise, whether or not specified herein.

12.2 Rights of Receiver or Mortgagee-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Mortgagee may:

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;

- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and
- (d) Cancel or terminate any lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any lease or agreement subordinate to the lien of this Mortgage and extend or modify any lease and make any new leases on any portion of the Property.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee (if Mortgagee, in its sole discretion, agrees to lend) or otherwise, or Mortgagee may borrow or advance such sums as the receiver or Mortgagee may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Mortgagor on demand.

12.3 Sale of the Property. In exercising its rights and remedies, Mortgagee may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the property.

12.4 Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days prior to the time of the sale or disposition.

12.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at

trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. MISCELLANEOUS

13.1 Time of Essence. Time is of the essence of this Mortgage.

13.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

13.4 Expenditure by Mortgagee. If Mortgagor fails to comply with any provision of this Mortgage, Mortgagee may elect to take the required action on Mortgagor's behalf, and any amount that Mortgagee expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Interest Rate (as specified in the Note), but not in any event at a rate higher than the maximum rate permitted at law. Such action by Mortgagee shall not constitute a cure or waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.

13.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

13.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Mortgagor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the

lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

13.7 Release of Security. Mortgagee shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

13.8 Waiver of Marshalling. Mortgagor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

13.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Note shall not be affected thereby.

13.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

13.11 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of Idaho. The law of the State of Idaho shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Mortgagee on default.

13.12 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the obligations imposed upon Mortgagor under this Mortgage shall be joint and several.

13.13 Assignment of Oil, Gas and Mineral Income. Mortgagor hereby presently assigns and transfers to Mortgagee the Income and all sums payable to them under any and all oil, gas and mineral leases relating to the Real Property now negotiated or to be negotiated. However, these assigned payments shall continue to be paid to Mortgagor unless and until the Mortgagee gives written notice of a default by the Mortgagor under the terms of this Mortgage or the Note of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

13.14 Exhibits. The following exhibits are attached hereto and made a part hereof as fully as if set forth herein:

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

13.15 Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which together shall constitute on and the same instrument.

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

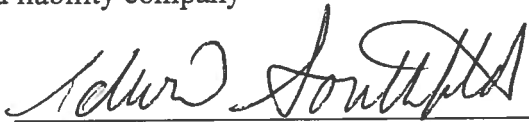
13.17. Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

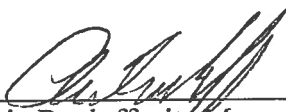
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

SOUTHFIELD PROPERTIES, LLC, an Idaho
limited liability company

By: 
Edwin Southfield, its Manager

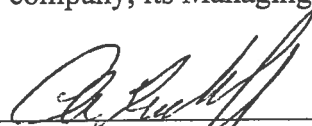
By: 
Arie Roeloffs, its Manager

SOUTHFIELD DAIRY, an Idaho general
partnership

By: Edwin Southfield, LLC, an Idaho limited
liability company, its Managing Partner

By: 
Edwin Southfield, its Sole Member

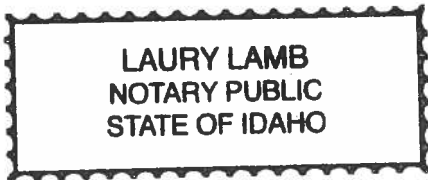
By: Arie Roeloffs, LLC, an Idaho limited
liability company, its Managing Partner

By: 
Arie Roeloffs, its Sole Member

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

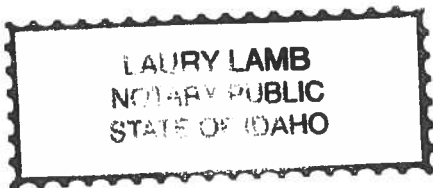
On August 10th, 2012, before me, the undersigned, a Notary Public, personally appeared EDWIN SOUTHFIELD, known or identified to me, to be the manager of SOUTHFIELD PROPERTIES, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On August 10th, 2012, before me, the undersigned, a Notary Public, personally appeared ARIE ROELOFFS, known or identified to me, to be the manager of SOUTHFIELD PROPERTIES, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

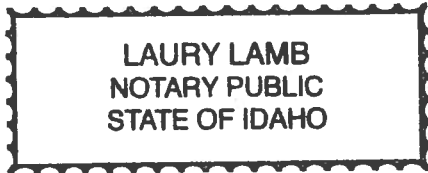


Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

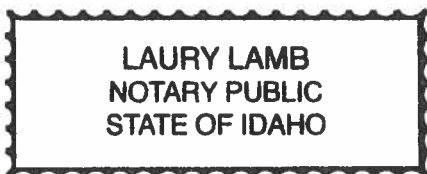
On August 10th, 2012, before me, the undersigned, a Notary Public, personally appeared EDWIN SOUTHFIELD, known or identified to me, to be the sole member of EDWIN SOUTHFIELD, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company, as the managing partner of SOUTHFIELD DAIRY, a general partnership that executed the above instrument or the person who executed the instrument on behalf of said general partnership and acknowledged to me that such general partnership executed the same.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On August 10th, 2012, before me, the undersigned, a Notary Public, personally appeared ARIE ROELOFFS, known or identified to me, to be the sole member of ARIE ROELOFFS, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company, as the managing partner of SOUTHFIELD DAIRY, a general partnership that executed the above instrument or the person who executed the instrument on behalf of said general partnership and acknowledged to me that such general partnership executed the same.



Laury Lamb
Notary Public for Idaho
Printed Name: Laury Lamb
Commission Expires: 4/2/2016

**EXHIBIT A
TO
MORTGAGE**

Legal Description

TRACT 1

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 15: S½NE¼, NW¼NE¼, W½NE¼NE¼;

Section 10: SE¼; SE¼NE¼;

EXCEPT a parcel of land more particularly described as follows:

Beginning at the Section corner common to Sections 2, 3, 10 and 11, Township 6 South, Range 14 East of the Boise Meridian South 0°20' East 1320 feet to a point;
Thence South 0°20' East 630.0 feet to the TRUE POINT OF BEGINNING;
Thence South 46°40' West 146.0 feet;
Thence South 82°08' West 208.0 feet;
Thence South 64°40' West 360.0 feet;
Thence South 84°40' West 300.0 feet;
Thence South 07°0' East 710.0 feet;
Thence North 84°30' East 763.0 feet;
Thence South 52°50' East 140.0 feet;
Thence North along the section line to the TRUE POINT OF BEGINNING.

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: The E½W½, W½NE¼;

EXCEPT a parcel of land in the SE¼SW¼, more particularly described as follows:

Beginning at the Southwest corner of said SE¼SW¼;
Thence North along the West boundary of said SE¼SW¼ 500.0 feet;
Thence East parallel with the South boundary of the SE¼SW¼, 425.0 feet more or less to the Center of the "South Gooding Main Canal" of the Big Wood Canal Company System;
Thence Southerly along the centerline of said canal to the point of intersection with the South boundary of said SE¼SW¼;
Thence West along the South boundary of said SE¼SW¼, 410.0 feet more or less to the TRUE POINT OF BEGINNING

TOGETHER WITH an easement for ingress and egress for farming purposes across the West edge of the above described exception parcel, and across the Northeast corner for the operation of a pivot.

EXCEPTING THEREFROM a parcel of land located in the S½NE¼ and the N½SE¼ of Section 10, Township 6 South, Range 14 East, Boise Meridian, Gooding County records deeded to the City of Gooding by "Amended" Deed recorded October 13, 2006 as Instrument Number 218637, Gooding County records, described as follows:

Beginning at the Northeast corner of said Section 10;
Thence South 0°13'00" East a distance of 1329.34 feet along the Easterly boundary of said Section 10 to the Northeast corner of said S½NE¼;
Thence South 0°13'00" East a distance of 630.00 feet along the Easterly boundary of said S½NE¼ to the Northerly boundary of said existing airport property;
Thence South 46°47'00" West a distance of 146.00 feet along the Northerly boundary of said existing airport property;
Thence South 82°15'00" West a distance of 208.00 feet along the Northerly boundary of said existing airport property;
Thence South 64°47'00" West a distance of 360.00 feet along the Northerly boundary of said existing airport property;
Thence South 84°47'00" West a distance of 300.00 feet along the Northerly boundary of said existing airport property to the TRUE POINT OF BEGINNING.
Thence South 6°53'00" East a distance of 710.00 feet along the Easterly boundary of said existing airport property;
Thence South 84°37'00" West a distance of 1201.89 feet;
Thence North 0°13'00" West a distance of 715.92 feet;
Thence North 84°47'00" East a distance of 1118.84 feet to the TRUE POINT OF BEGINNING.

TRACT 2

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Sections 7 and 18: A tract of land more particularly described as follows:

Beginning at the Northeast corner of said Section 7;
Thence South 0°05'09" East a distance of 131.75 feet along the Easterly boundary of said Section 7 to the Southerly right of way boundary of State Highway No. 20 and THE TRUE POINT OF BEGINNING;
Thence South 0°05'09" East a distance of 5136.07 feet along the Easterly boundary of said Section 7 to the Southeast corner thereof;
Thence South 0°10'32" East a distance of 3390.55 feet along the Easterly boundary of said Section 18 to center of a gravel road;
Thence Westerly along the center of said gravel road the following courses and distances South 83°06'23" West a distance of 1233.75 feet;
Thence South 69°19'46" West a distance of 1447.91 feet;
Thence South 59°44'42" West a distance of 655.17 feet;
Thence South 56°27'21" West a distance of 334.08 feet;
Thence South 62°2'32" West a distance of 232.23 feet leaving the center of said gravel road to a point in the road fence which is 1400.00 feet from the center of an irrigation pivot;
Thence Westerly along the edge of said pivot 2227.67 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 91°10'06" and a chord which

bears
boundary of

North 60°34'28" West a distance of 1999.98 feet to a point on the Westerly said Section 18;
Thence North 0°03'00" East a distance of 726.59 feet along the Westerly boundary of said Section 18 to a point 1400.00 feet from the center of said irrigation pivot;
Thence Northeasterly along the edge of said irrigation pivot 1812.12 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 74°31'50" and a chord which bears North 52°21'20" East a distance of 1695.42 feet to a point on the Westerly boundary of the E½NW¼ of said Section 18;
Thence North 0°00'23" West a distance of 1922.36 feet to the Northwest corner of said E½NW¼;
Thence North 0°00'23" West a distance of 600.00 feet on the projection northwardly of the Westerly boundary of said E½NW¼;
Thence North 89°56'40" East a distance of 1339.67 feet parallel with and 600.00 feet Northerly from the Southerly boundary of said Section 7 to the Westerly boundary of the E½ of said Section 7;
Thence North 0°00'22" West a distance of 2072.19 feet along the Westerly boundary of the E½ of said Section 7;
Thence North 89°59'10" East a distance of 1262.81 feet to a point 50.00 feet Westerly from the Westerly boundary of the E½NE¼ of said Section 7;
Thence North 0°05'50" West a distance of 2460.67 feet parallel with the Westerly boundary of said E½NE¼ to the Southerly right of way boundary of said State Highway No. 30;
Thence North 89°46'37" East a distance of 1413.30 feet along said right of way boundary to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 1: S½NW¼, **EXCEPTING THEREFROM** part of the SW¼NW¼, described as follows:

Beginning at the Southwest corner of said SW¼NW¼;
Thence North along the West boundary of the SW¼NW¼ for a distance of 450 feet;
Thence East parallel with South boundary of the SW¼NW¼ for a distance of 425 feet;
Thence South parallel with the West boundary of the SW¼NW¼ for a distance of 450 feet to a point on the South boundary of said SW¼NW¼;
Thence West along the South boundary of the SW¼NW¼ for a distance of 425 feet to the POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: S½NW¼

EXCEPTING THEREFROM the following tract of land:

Beginning at the Northeast corner of the SE¼NW¼ of said Section 2;
Thence West 80 rods to the Northwest corner thereof;
Thence South along the West line thereof 12 rods;
Thence in a Southeasterly direction to a point on the East line of said Southeast Quarter of the Northwest Quarter 17 rods South of the Northeast corner thereof;
Thence North along said East line 17 rods to THE POINT OF BEGINNING.

EXCEPT highway right of way as set forth in Deeds to the State of Idaho, recorded November 11, 1941, in Book 33 of Deeds at Page 193 and recorded November 15, 1941 in Book 33 of Deeds at Page 195, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel located in the SW¼NW¼:

Commencing at the West quarter corner of Section 2 a distance of 772.60 feet on a bearing of North 0°25'37" East along the West boundary of said Section 2;
Thence a distance of 33.00 feet on a bearing of South 89°34'23" East to the East boundary of a county road said point being THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along said East boundary of a county road a distance of 551.15 feet on a bearing of North 0°25'37" East to the North boundary of the SW¼NW¼ said Section 2;
Thence along this said North boundary of the SW¼NW¼ a distance of 505.08 feet on a bearing of South 89°46'25" East;
Thence a distance of 266.11 feet on a bearing of South 0°25'37" West to the centerline of an irrigation lateral;
Thence along the said centerline of an irrigation lateral the following courses and distances:
 South 50°52'49" West, 109.12 feet;
 South 38°58'43" West, 151.51 feet;
 South 79°59'18" West, 116.83 feet;
 South 52°21'06" West, 64.17 feet;
 South 77°07'08" West, 165.54 feet to THE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 2: Lots 1, 2, 3, S½NE¼ and that part of the SE¼NW¼, described as follows:

Commencing at the Northeast corner of said SE¼NW¼;
Thence West along the North line of said SE¼NW¼ to the Northwest corner thereof;
Thence South along the West line thereof 12 rods;
Thence Easterly to a point on the East line of said SE¼NW¼ which point is 17 rods South of the
 Northeast corner thereof;
Thence North along the said East line 17 rods to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

Part of Government Lot 1, described as follows:

Beginning at the Northeast corner of Section 2, the TRUE POINT OF BEGINNING;
Thence South 0°11' East 331.56 feet along the Easterly boundary of Section 2;
Thence South 89°37'20" West 43.50 feet;
Thence South 0°11' East 38.00 feet;
Thence South 89°37'20" West, 217.22 feet;
Thence North 0°11' West, 369.56 feet to the Northerly boundary of Section 2;
Thence North 89°37'20" East 260.72 feet along the Northerly boundary of Section 2 to the TRUE
POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: NE $\frac{1}{4}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM that portion deeded to State of Idaho, for highway purposes by Right of Way Deed, recorded August 30, 1944 in Book 35 Page 512 as Instrument Number 91181, Gooding County records.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SE $\frac{1}{4}$ NE $\frac{1}{4}$,

EXCEPT the West 66 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

AND EXCEPT that portion deeded to the State of Idaho for public highway contained in Highway Right of Way Deed recorded August 12, 1944 in Book 35 Page 501, Gooding County records.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SW $\frac{1}{4}$

Section 3: That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 500 feet;
Thence East parallel with the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 605 feet;
Thence South parallel with the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 500 feet to the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West along the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, 605 feet to the TRUE POINT OF BEGINNING.

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

Beginning at the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the TRUE POINT OF BEGINNING;
Thence South along the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 341.00 feet;
Thence Northeasterly to a point on the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point lies 205.00 feet East of the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 205.00 feet to TRUE POINT OF BEGINNING;

AND that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°43'13" West, 500.00 feet along the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 70°36'49" West, 104.00 feet to a point 35 feet South of the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 86°57'45" West, 727.33 feet to the Northwest corner of the SW¼SE¼;
Thence South 0°01'48" West, 811.28 feet along the Westerly boundary of the S½SE¼;
Thence South 89°36'37" East, 605.00 feet;
Thence South 0°01'48" West, 502.50 feet to a point on the Southerly boundary of Section 3;
Thence East along the South boundary of the SW¼SE¼ to the Southeast corner of the SW¼SE¼;
Thence North along the East boundary of the SW¼SE¼ to the Northeast corner of the SW¼SE¼,
the POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the SW¼SE¼, described as follows:

Commencing at the Southeast corner of the SW¼SE¼;
Thence North along the East boundary of the SW¼SE¼, 527.00 feet to the TRUE POINT OF
BEGINNING;
Thence South along the East boundary of the SW¼SE¼, 527.00 feet to the Southeast corner of the
SW¼SE¼;
Thence West along the South boundary of the SW¼SE¼, 590.00 feet;
Thence Northeasterly 785.00 feet, more or less, to the TRUE POINT OF BEGINNING;

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: E½SE¼

EXCEPTING THEREFROM a portion of the S½SE¼, described as follows:

Beginning at the Southwest corner of the SE¼SE¼;
Thence North 0°08' West along the West line of said SE¼SE¼, 410.60 feet to the TRUE POINT
OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company
Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;
Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet,
more or less, to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a portion of the S½SE¼ of said Section 4, described as
follows:

That portion of the S½SE¼, Section 4 lying Southwest of the Southwest boundary of that certain
right of way for ingress and egress set out in Instrument No. 147811, recorded February 24, 1992,
records of Gooding County, Idaho, described as follows:

A right of way for ingress and egress, 10 feet on each side of the following described center line over the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Beginning 550.94 feet West of the Southeast corner of Section 4;
Thence North 44°33'11" West, 857.21 feet to the above described tract, all in Section 4, Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: Lots 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: A parcel of land located in the S $\frac{1}{2}$ SE $\frac{1}{4}$, described as follows:

Commencing at the Southeast corner of Section 4;
Thence South 89°58'00" West, 564.97 feet along the South Section line of Section 4 to a point on said line which is the TRUE POINT OF BEGINNING.
Thence North 44°35'11" West, 919.79 feet along the South boundary of an existing roadway to a point;
Thence South 4°02'00" West, 251.12 feet to a point;
Thence North 86°41'54" West, 306.18 feet to a point on the center line of an existing canal;
Thence South 4°58'00" West, 148.50 feet along said center line to a point on said center line;
Thence South 8°02'00" East, 277.53 feet along said center line to a point on the South Section line of Section 4;
Thence North 89°58'00" East, 943.09 feet along said Section line to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

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

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;

Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH a right of way for ingress and egress, described as follows:

A right-of-way for ingress and egress, 10 feet on each side of the following described center line over the SE¼SE¼;

Beginning 550.94 feet West of the Southeast corner of Section 4;

Thence North 44°33'11" West, 857.21 feet to the above described tract, all in Section 4, Township 8 South Range 14 East of the Boise Meridian, Gooding County, Idaho.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 4: SW¼SE¼, **EXCEPTING THEREFROM** the following described parcel of land in the S½SE¼;

Beginning at the Southwest corner of the SE¼SE¼;

Thence North 0°08' West along the West line of said SE¼SE¼, 410.60 feet to the TRUE POINT OF BEGINNING;

Thence South 86°40' East, 97.00 feet;

Thence North 4°04' East, 349.51 feet;

Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;

Thence following the center line of the North Side Canal Company lateral the following courses:

Thence South 13°32' West, 54.50 feet;

Thence South 32°01' East, 55.00 feet;

Thence South 3°00' West, 77.20 feet;

Thence South 46°56' West, 31.30 feet;

Thence South 8°13' West, 201.22 feet;

Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel of land in the SW¼SE¼, described as follows:

Beginning at the Southeast corner of the SW¼SE¼, which point shall be known as the TRUE POINT OF BEGINNING;

Thence North 0°08' West, along the East boundary of the SW¼SE¼, 410.60 feet;

Thence North 86°40' West 209.17 feet, more or less, to the centerline of a North Side Canal Company Lateral;

Thence Southerly along the centerline of said Lateral to the Southerly boundary of the SW¼SE¼;

Thence East along the South boundary of the SW¼SE¼ to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 5: Lots 1 and 2; S½NE¼;

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,

GOODING COUNTY, IDAHO

Section 8: NE $\frac{1}{4}$, lying South and West of the County road as now constructed, E $\frac{1}{2}$ SE $\frac{1}{4}$;

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 9: NE $\frac{1}{4}$;

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 9: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$;

EXCEPTING THEREFROM a parcel of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 9, described as follows:

Beginning at a point on the Southerly boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ which is 375 feet West of the Southeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, which point is the POINT OF BEGINNING.

Thence East along the Southerly boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ for 375 feet;

Thence North along the Easterly boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ for 375 feet;

Thence Southwest to the POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 9: N $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: NW $\frac{1}{4}$;

EXCEPTING THEREFROM the following described parcel of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, to wit:

Commencing at the Northwest corner of the NW $\frac{1}{4}$, Section 10, Township 8 South, Range 14 East Boise Meridian;

Thence running due East along the North Section line of said NW $\frac{1}{4}$ a distance of 208.71 feet;

Thence running due South parallel with the West Section line of said NW $\frac{1}{4}$ a distance of 1043.55 feet;

Thence running due West parallel with the North Section line of said NW $\frac{1}{4}$ a distance of 208.71 feet;

Thence running due North along said West Section line of said NW $\frac{1}{4}$ a distance
of 1043.55 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10, from which the South Quarter corner of said Section 10 bears South 00°47'13" West, 5278.71 feet;

Thence South 00°47'13" West along the East boundary of the NW $\frac{1}{4}$ of said Section 10 for a distance of 1,387.41 feet;

Thence North 89°12'47" West for a distance of 2,141.72 feet to the POINT OF BEGINNING;

Thence South 00°33'42" West for a distance of 210.00 feet;
Thence North 89°26'18" West for a distance of 165.00 feet;
Thence North 00°33'42" East for a distance of 210.00 feet;
Thence South 89°26'18" East for a distance of 165.00 feet to the POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: NE¼, **EXCEPTING THEREFROM** that portion of the E½NE¼ deeded to the State of Idaho for a right of way for a public highway contained in Highway Right of Way Deed recorded August 30, 1944 in Book 35 page 512 and in Quitclaim Deed recorded July 11, 1944 in Book 35 page 472, Gooding County records.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 10: A parcel of land located in the NW¼NW¼, more particularly described as follows:

Commencing at the Northwest corner of the NW¼, Section 10, Township 8 South, Range 14 East Boise Meridian;
Thence running due East along the North Section line of said NW¼ a distance of 208.71 feet;
Thence running due South parallel with the West Section line of said NW¼ a distance of 1043.55 feet;
Thence running due West parallel with the North Section line of said NW¼ a distance of 208.71 feet;
Thence running due North along said West Section line of said NW¼ a distance
of 1043.55 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: SE¼SE¼

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: W½N½N½SE¼;

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: N½NE¼SE¼, **EXCEPTING THEREFROM** the following described parcel:

Commencing at the Northeast corner of said N½NE¼SE¼;
Thence South 480.00 feet along the Easterly boundary of said N½NE¼SE¼ to the TRUE POINT OF BEGINNING;
Thence South 182.88 feet along said Easterly boundary to the Southeast corner of said N½NE¼SE¼;
Thence South 89°56'13" West, 1,325.43 feet to the Southwest corner of said N½NE¼SE¼;
Thence North 0°05'44" East, 260.40 feet along the Westerly boundary of said N½NE¼SE¼ to a point four (4) feet South of an irrigation ditch;
Thence Easterly along said irrigation ditch the following courses and distances:
North 89°31'02" East, 915.89 feet;
Thence South 88°44'24" East, 115.90 feet;
Thence South 78°28'51" East, 142.62 feet;

Thence South 65°39'37" East, 89.36 feet;
Thence South 77°31'53" East, 73.84 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 12: W½;

EXCEPTING THEREFROM a part of the N½SW¼ described as follows:

The TRUE POINT OF BEGINNING is located North 0°01'46" East, 2637.72 feet from the Southwest corner of Section 12 and is the West quarter corner of Section 12;
Thence South 0°01'46" West, 991.68 feet along the West Section line;
Thence South 89°10'51" East, 97.85 feet;
Thence North 45°37'00" East, 96.14 feet;
Thence North 02°30'00" East, 339.66 feet to an irrigation lateral;
Thence North 56°06'00" East, 60.51 feet along irrigation lateral;
Thence North 43°39'02" East, 526.06 feet along irrigation lateral;
Thence North 32°26'29" East, 205.56 feet along irrigation lateral to a point on the East-West mid section line;
Thence South 89°53'10" West, 704.48 feet along mid section line to the West quarter corner and POINT OF BEGINNING.

Section 12: That part of the SW¼SE¼ lying North of the irrigation ditch in the Northwest corner thereof.

Section 12: S½N½SE¼, **EXCEPTING THEREFROM** the following parcel of land:

Beginning at the Northeast corner of the NW¼SE¼; Thence South along the East boundary of the NW¼SE¼ 660.0 feet to the Northeast corner of the SE¼NW¼SE¼, the TRUE POINT OF BEGINNING;
Thence South 208.75 feet;
Thence West 208.75 feet;
Thence North 208.75 feet;
Thence East 208.75 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: SE¼; S½SW¼, **EXCEPTING THEREFROM** the following described parcel of land:

Beginning at a point on the West line of said Section 13, from which the Southwest corner of said section bears South 0°01' East a distance of 292.43 feet;
Thence North 0°01' West along said West line, 1028.73 feet;
Thence South 89°51' East, 871.00 feet to the center of the W-9 Irrigation Canal;
Thence South 26°40' West along the center of said canal, 906.60 feet;
Thence South 65°00' West along the center of said canal, 511.76 feet to THE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: All of that part of the S½NE¼, lying South of Lateral W-9 of the Northside Canal Company Limited.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: NE¼NE¼

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 14: A tract of land located in the S½SE¼ and the SE¼SW¼, more particularly described as follows:

Beginning at the Southeast corner of the SE¼ of Section 14;
Thence North 89°53'10" West a distance of 1,172.50 feet along the Southerly boundary of said SE¼ to the TRUE POINT OF BEGINNING;
Thence North 89°53'10" West a distance of 1,469.56 feet along the Southerly boundary of said SE¼ to the Southwest corner of said SE¼ and the Southeast corner of said SE¼SW¼;
Thence North 89°55'08" West a distance of 1,322.12 feet to the Southwest corner of said SE¼SW¼;
Thence North 0°12'34" East a distance of 1,321.38 feet to the Northwest corner of said SE¼SW¼;
Thence South 89°53'40" East a distance of 1,321.55 feet to the Northeast corner of said SE¼SW¼ and the Northwest corner of said S½SE¼;
Thence South 89°52'41" East a distance of 1,905.86 feet along the Northerly boundary of said S½SE¼;
Thence South 0°13'24" West a distance of 569.50 feet;
Thence North 89°53'10" West a distance of 436.16 feet;
Thence South 0°10'00" West a distance of 751.05 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 15: A tract of land in the NE¼NE¼;

Beginning at the Northeast corner of said Section 15;
Thence North 89°18' West, 25 feet along the North line of said Section 15 to the Westerly right-of-way of State Highway;
Thence South 0°20' West, 559.25 feet along said right-of-way to the TRUE POINT OF BEGINNING;
Thence North 89°40' West, 130.39 feet;
Thence South 0°20' West, 190.00 feet;
Thence South 89°40' East, 130.39 feet to the said highway;
Thence North 0°20' East, 190.00 feet along said highway right-of-way to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 24: N½

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 26: That part of the S½SE¼, described as follows:

Commencing at the Southeast corner of Section 26 which is THE REAL POINT OF BEGINNING, said point lies South 00°01'46" West, 2639.45 feet from the East quarter corner of Section 26;
Thence South 89°58'03" West, 2584.28 feet along the South boundary of Section 26, to a point that lies East 55.00 feet from the South quarter corner of said Section 26;
Thence North 57°17'02" East, 541.41 feet, measured (North 57°33' East, 543.10 feet, recorded);
Thence North 22°34'01" East, 272.07 feet, measured (North 22°53' East, 272.00 feet, recorded);
Thence North 17°11'43" West, measured 6.58 feet (North 16°58' West, recorded);
Thence South 70°13'36" East, 220.27 feet;
Thence South 89°51'20" East, 69.12 feet;
Thence North 55°19'25" East, 176.87 feet;
Thence North 72°32'48" East, 107.77 feet;
Thence North 80°35'28" East, 108.54 feet;
Thence North 06°53'06" East, 109.80 feet;
Thence North 46°50'36" East, 60.36 feet;
Thence North 71°56'35" East, 80.83 feet;
Thence South 82°44'21" East, 75.09 feet;
Thence North 87°05'34" East, 57.48 feet;
Thence North 78°41'15" East, 87.50 feet;
Thence North 46°27'23" East, 173.20 feet;
Thence South 87°36'33" East, 89.76 feet;
Thence South 87°48'49" East, 63.37 feet;
Thence South 79°04'23" East, 96.36 feet;
Thence North 71°07'29" East, 90.58 feet;
Thence North 66°56'30" East, 128.81 feet;
Thence North 44°40'19" East, 112.72 feet;
Thence North 79°57'04" East, 49.14 feet;
Thence South 60°19'24" East, 41.25 feet;
Thence South 44°26'35" East, 129.82 feet;
Thence South 58°48'34" East, 146.00 feet;
Thence South 54°25'57" East, 106.43 feet to the East boundary of Section 26;
Thence South 00°01'46" West along the East boundary of Section 26, 823.38 feet to THE REAL POINT OF BEGINNING.

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

Section 7: Lots 3 and 4; E½SW¼

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

Section 18: Lot 2;

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

Section 18: E½NW¼

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

Section 18: S½, **EXCEPTING THEREFROM** that part of Lot 4 and SE¼SW¼, described as follows:

Commencing at the Southwest corner of said Lot 4;
Thence South 89°54'25" East, 250.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;
Thence South 89°54'25" East, 921.85 feet along the Southerly boundary of said Lot 4 and said SE¼SW¼;
Thence North 0°02'44" East, 1145.67 feet;
Thence North 89°54'20" West, 922.76 feet to point 250.00 feet Easterly of the Westerly boundary of said Lot 4;
Thence South 1145.69 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the SE¼ and part of the E½SW¼, described as follows:

Beginning at the Southeast corner of said SE¼;
Thence Westerly along the Southerly boundary of said Section 18, North 89°54'25" West, 3822.21 feet;
Thence North 0°02'44" East, 2641.34 feet to the Northerly boundary of said E½SW¼;
Thence Easterly along the Northerly boundary of said E½SW¼ and said SE¼, South 89°54'16" East, 3815.34 feet to the Northeast corner of said SE¼;
Thence Southerly along the Easterly boundary of said SE¼, South 0°06'12" East, 2641.19 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 23: SW¼SW¼; E½SW¼; SE¼; SE¼NE¼;

EXCEPTING THEREFROM that portion of the foregoing parcel of real property lying West of the W-9 Canal of the North Side Canal Co., Ltd.

FURTHER EXCEPTING that portion of the SW¼SW¼ conveyed to West Point Highway District No. 4, as set forth in Right of Way Deed recorded March 29, 1951 as Instrument Number 114963, Gooding County records.

PARCEL NO. 3:

An easement created by Grant of Easement recorded March 4, 1997 as Instrument Number 169845, Gooding County records for the purpose of allowing a pivot irrigation systems located on a portion of the property described in Parcel No. 2 to trespass on and deposit irrigation water on the real property described as follows:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 23: That portion of the SW¼SW¼ lying West of the W-9 Canal of the North Side Canal Co., Ltd.

TRACT 3

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of Section 13;
Thence North 0°10'12" West 900.41 feet along the Westerly boundary of Section 13 to the center of the Northside Canal Company "W-56" Irrigation Lateral;
Thence South 89°40'12" East 241.86 feet along the Center of said W-56 lateral to THE TRUE POINT OF BEGINNING;
Thence North 0°10'12" West 94.87 feet;
Thence South 89°40'12" East 466.44 feet to the center of the Northside Canal Company "W-9" irrigation canal;
Thence South 27°28'50" West 106.61 feet along the center of said "W-9" canal;
Thence North 89°40'12" West 416.96 feet along the center of the "W-56" irrigation lateral to THE TRUE POINT OF BEGINNING;

TOGETHER WITH A 25.00 FOOT IN WIDTH, NON-EXCLUSIVE ACCESS EASEMENT DESCRIBED AS FOLLOWS;

Beginning at the Southwest corner of Section 13;
Thence North 0°10'12" West 900.41 feet along the Westerly boundary of Section 13 to THE TRUE POINT OF BEGINNING;
Thence South 89°40'12" East 241.86 feet;
Thence North 0°10'12" West 25.00 feet;
Thence North 89°40'12" West 241.28 feet to the Westerly boundary of Section 13;
Thence South 0°10'12" East 25.00 feet along the Westerly boundary of Section 13 to THE TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

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

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 15: W $\frac{1}{2}$ SE $\frac{1}{4}$, **EXCEPTING THEREFROM** a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the South quarter corner of Section 15, from which the Southeast section corner bears South 89°52'54" East, 2644.23 feet, said point being THE REAL POINT OF BEGINNING;
Thence North 0°03'58" West, 391.01 feet along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ said Section 15;
Thence South 89°52'54" East, 692.97 feet;
Thence South 0°22'08" West, 391.01 feet to a point on the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ said Section 15;
Thence North 89°52'54" West, 690.00 feet along the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ said Section 15 to THE REAL POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 15: E $\frac{1}{2}$ SW $\frac{1}{4}$, **EXCEPT** the South 300.0 feet of the East 571.0 feet of said SE $\frac{1}{4}$ SW $\frac{1}{4}$.

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 16: All of Section, **EXCEPTING THEREFROM** that part lying South of County Road as it is now located, described in Book 2 of Agreements Page 380, records of Gooding County, Idaho.

ALSO EXCEPTING THEREFROM the following described tract as described in Contract dated May 3, 1919, with Trustees of School District #6, Gooding County, Idaho, recorded June 7, 1919 in Book 2 Agreements Page 37, to be used for School purposes:

Commencing at a point 2903.6 feet South of the Northwest corner of said Section 16;
Thence East 300 feet;
Thence South 105 feet;
Thence Southwesterly 315 feet to the West line of Section 16;
Thence North 200 feet to THE POINT OF BEGINNING.

TRACT 4

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

Section 31: The East 1085 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, also that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point 50 feet West of the SE corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ which is the TRUE POINT OF BEGINNING;
Thence East 50 feet to the Southeast corner;
Thence North 50 feet;
Thence Southwesterly to the POINT OF BEGINNING.

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

Section 31: NE $\frac{1}{4}$ SW $\frac{1}{4}$,

EXCEPTING THEREFROM that portion as set forth in Book L of Deeds, Page 363 dated December 30, 1911, recorded November 7, 1912, Gooding County records, more particularly described as follows:

Beginning at the Southwest corner of said quarter section;
Thence East along the South line of said quarter to a point 1271 feet East of the POINT OF BEGINNING;
Thence North on a line parallel to the West line of said quarter 1664 feet to the center of the channel of a Coulee used by the Twin Falls North Side Land and Water Company as an irrigation ditch and known as "W.26";
Thence West and bearing South, following the center line of said Coulee to a point where the same intersects with the West line of said quarter section;

Thence South 1145 feet to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point 50 feet West of the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ which is THE TRUE POINT OF BEGINNING;

Thence East 50 feet to the Southeast corner;

Thence North 50 feet;

Thence Southwesterly to the POINT OF BEGINNING, which is also described in Book 4 of Deeds, Page 21 dated September 5, 1913, recorded November 4, 1913, Gooding County records;

AND EXCEPTING THEREFROM that portion deeded to the State of Idaho in Right of Way Deed dated April 10, 1937, recorded June 11, 1937 in Book 28 Page 428 as Instrument No. 67929, Gooding County records;

EXCEPTING all real property lying North of the existing North Side Canal "W.26";

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

Section 31: That portion of real property being located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, lying South of the existing North Side canal "W.26";

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

Section 31: SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows;

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southeast corner of said Section 31;

Thence West along the South boundary of Section 31 for a distance of 1863.40 feet to a point in the center of Canal Company Lateral and being THE TRUE POINT OF BEGINNING;

Thence West along the South boundary of Section 31 for a distance of 346.03 feet;

Thence North for a distance of 270.75 feet;

Thence North 84°28'24" East for a distance of 244.97 feet;

Thence South 22°25'59" East for a distance of 120.62 feet;

Thence North 57°40'39" East for a distance of 384.86 feet to the center of the Canal company Lateral;

Thence South 17°15'05" West along the center of the Canal Company Lateral for a distance of 72.15 feet;

Thence South 37°45'40" West along the center of the Canal Company Lateral for a distance of 404.43 feet to a point on the South boundary of Section 31 and being the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southeast corner of said Section 31, from which the South quarter corner of said Section 31 bears North 90°00'00" West, 2643.42 feet;

Thence North 90°00'00" West along the South boundary of the SE $\frac{1}{4}$ of said Section 31 for a distance of 1559.65 feet to the POINT OF BEGINNING;

Thence North 90°00'00" West along the South boundary of the SE¼ of said Section 31 for a distance of 303.76 feet to the centerline of a canal company lateral;
Thence North 37°45'41" East along the centerline of the canal company lateral for a distance of 404.43 feet;
Thence North 17°15'03" East along the centerline of the canal Company lateral for a distance of 44.15 feet;
Thence North 90°00'00" East for a distance of 43.00 feet;
Thence South 00°00'00" East for a distance of 361.89 feet to the South boundary of the SE¼ of said Section 31, and the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE¼, and being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 1134.13 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 425.52 feet, continuing along and with the section line, to the Southwest corner of the herein described tract;
Thence North, 361.89 feet to the Northwest corner of the herein described tract;
Thence East, 72.21 feet to the Northeast corner of the herein described tract;
Thence South 44°18'46" East, 505.76 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence North 00°21'05" West, 1497.24 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 414.24 feet to the Southwest corner of the herein described tract;
Thence North 00°21'05" West, 250.00 feet to the Northwest corner of the herein described tract;
Thence East, 414.24 feet to the Northeast corner of the herein described tract;
Thence South 00°21'05" East, 250.00 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 1863.41 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 346.03 feet, continuing along and with the section line, to the Southwest corner of the herein described tract;
Thence North, 270.75 feet to the Northwest corner of the herein described tract;
Thence South 89°55'02" East, 504.59 feet;
Thence North 65°56'24" East, 28.56 feet;
Thence North 36°33'24" East, 79.74 feet;
Thence North 15°19'53" East, 16.77 feet;
Thence East, 24.20 feet;
Thence South 17°15'05" West, 44.15 feet;
Thence South 37°45'41" West, 404.43 feet to the POINT OF BEGINNING.

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

Section 31: E½SE¼,

EXCEPTING THEREFROM that portion of the NE¼SE¼ deeded to the State of Idaho for highway purposes by Right of way Deed recorded June 11, 1937, in Book 28, Page 430 as Instrument No. 67931, Gooding County records.

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE¼, and being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 1134.13 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 425.52 feet, continuing along and with the section line, to the Southwest corner of the herein described tract;
Thence North, 361.89 feet to the Northwest corner of the herein described tract;
Thence East, 72.21 feet to the Northeast corner of the herein described tract;
Thence South 44°18'46" East, 505.76 feet to the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM a parcel of land located in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence North 00°21'05" West, 1497.24 feet along and with the section line to the Southeast corner and POINT OF BEGINNING of the herein described tract;
Thence West, 414.24 feet to the Southwest corner of the herein described tract;
Thence North 00°21'05" West, 250.00 feet to the Northwest corner of the herein described tract;
Thence East, 414.24 feet to the Northeast corner of the herein described tract;
Thence South 00°21'05" East, 250.00 feet to the POINT OF BEGINNING.

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

Section 31: A parcel of land situated in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 2209.44 feet along and with the section line;
Thence North, 270.75 feet to the most westerly corner and POINT OF BEGINNING of the herein described tract;
Thence North 84°28'24" East, 244.97 feet;
Thence South 22°25'59" East, 25.92 feet;
Thence North 89°55'02" West, 253.72 feet to the POINT OF BEGINNING.

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

Section 31: A parcel of land situated in the SE¼, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Section 31;
Thence West, 2209.44 feet along and with the section line;
Thence North, 270.75 feet;
Thence South 89°55'02" East, 427.80 feet to the most westerly corner and POINT OF BEGINNING of the herein described tract:

Thence North 57°40'39" East, 221.62 feet;
Thence South 17°15'05" West, 28.00 feet;
Thence West, 24.20 feet;
Thence South 15°19'53" West, 16.77 feet;
Thence South 36°33'24" West, 79.74 feet;
Thence South 65°56'24" West, 28.56 feet;
Thence North 89°55'02" West, 76.67 feet to the POINT OF BEGINNING.

**EXHIBIT B
TO
MORTGAGE**

Irrigation Equipment

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits.

Irrigation Supplement

PIVOTS - NUMBER TOWERS	MAKE	SERIAL NUMBER
9	PIERCE	6 090900 18558
8	REINKE	485 41867
5	ZIMMATIC	NONE
8	RIENKE	207 36915 2065
5	ZIMMATIC	L07497
8	RIENKE	0207 36894 2065
10	RIENKE	484A 1840
9	PIERCE	6 090900 18558
10	PIERCE	910900 34958
10	PIERCE	910900 349393
5	RIENKE	NONE
5	ZIMMATIC	NONE
8	VALLEY	0995699 P/N
3	REINKE	0308 39761

WELLS-

WELL	MOTOR SERIAL NUMBER	PUMP	PUMP S/N
GE	TGE233053	WELINE	LR9606
GE	5K6317XC99A	WELINE	LP95389
PRIEST ELECTRIC	D06 6349 M D2	UNKNOWN	UNKNOWN
GE	FG16137	WELINE	LP98246
GE	NJJ69883	UNKNOWN	LP98

PUMPS AND BOOSTERS-

MOTOR MAKE	HP	PUMP	SERIAL NUMBER
HOLLOWSHAFT	100	BOWLER	UNKNOWN
BALDOR	25	BALDOR	91629 12.00
GE	75	BALDOR	UNKNOWN
US MOTORS	60	PEERLESS	F18432
BALDOR	40	BALDOR	91640 12.62
BALDOR	25	PACO	UNKNOWN
BALDOR	25	PACO	0F91B00874

Together with all main and hand lines, valve openers, end plugs, risers, stems, sprinkler birds, wiring switch panels, shafting, hoses, tubing, bowls, suction pipe, cones, reducers, above and below ground pipe, etc. pertaining to the above listed irrigation equipment.

[Remainder of this page intentionally left blank. Exhibit continues on following page.]

Provided Dairy Equipment List

NUMBER EACH	EQUIPMENT INVENTORY LIST - SOUTHFIELD DAIRY BARN #1 (WEST) DOUBLE-24 PARALLEL PARLOR
1	DCI Milk Silo - 10,000 gallon Vertical - S/N 92-D-44196-A
1	DCI Milk Silo - 10,000 gallon Vertical - S/N 92-D-44196-B
1	Glycol Plate Cooler
1	Wash/Milk Vat - 200 gallon
1	Vat Pump - 1.5 HP
2	Milk Receiver Pumps - 1.5 HP
2	Milk Receivers with 4" Milk Lines
48	DeLaval Milking Unit with Automatic Takeoffs/Backflush
48	DeLaval Pulsators with Controller Units
48	Turner Parallel Stalls
1	32' Vandenberg Air Drive Crowd Gate
1	Milk Transfer Pump - 7.5 HP
1	Hot Water Storage Tank - 300 gallon
3	AO Smith Hot Water Heaters - 120 gallon
1	Nash Water Ring Vacuum Pump - 25 HP (Backup)
1	DeLaval Variable Speed Drive Vacuum Pump - 25 HP - S/N S-99635
1	Dari Kool Snap Chiller
3	Dari Kool Blizzard Compressor Units - 15 HP each - S/N 4699MA32061, 5089JO2187, 20402063120
2	Ingersol Rand Air Compressor - 10 HP - S/N F-3922961360, F-3932961366
2	Water Booster Pumps - 15 HP
1	Water Booster Pump - 10 HP
1	Amdec Teat Spray System
2	DeLaval Free Heaters - 120 gallon
1	Water Storage Tank - 10,000 gallons
1	Caterpillar GenSet - 225 KW - S/N SE06202
1	Diesel Fuel Storage Tank - 20,000 gallons

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Exhibit B - 3

NUMBER EACH	EQUIPMENT INVENTORY LIST - SOUTH FIELD DAIRY BARN #2 (EAST) DOUBLE-32 PARALLEL PARLOR
1	DCI Milk Silo - 10,000 gallon - S/N 94-DH-49746-B
1	DCI Milk Silo - 10,000 gallon - S/N 94-DH-49746-A
1	Glycol Plate Cooler
64	DeLaval Milking Units - Automatic Takeoffs, Germania Backflush System, 4" Milk Lines
64	DeLaval Pulsators and Control Units
64	Blue Diamond Parallel Stalls
1	Wash/Milk Vat - 200 gallon
2	Ingersol Rand Air Compressors - 7.5 HP - S/N 5014842, 6036245
1	DeLaval Variable Speed Drive Vacuum Pump - 25 HP - S/N 5093076
1	Nash Water Ring Vacuum Pump - 25 HP (Backup)
4	AO Smith Water Heaters - 120 gallon
2	Germania Milk Receivers - 150 gallon
2	Milk Receiver Pumps - 1.5 HP
1	Milk Transfer / Wash Pump - 7.5 HP
1	Blue Diamond Crowd Gate - 32' Air Drive
1	Water Storage Tank - 10,000 gallon
2	Water Transfer Pump - 20 HP
2	Water Transfer Pump - 5 HP
1	Caterpillar GenSet - 250 KW - S/N 6FG00505

NUMBER EACH	EQUIPMENT INVENTORY SOUTHFIELD DAIRY - BARN #3 (HOSPITAL BARN)
16	DeLaval Milking Units with Automatic Takeoffs
16	DeLaval Pulsators and Controller Unit
16	DeLaval Blue Diamond Parallel Stalls
1	10 HP Nash Oil Sealed Vacuum Pump
1	5 HP Speed Air - Air Compressor
1	120 Gallon AO Smith Water Heater
1	1500 Gallon Muller Refrigerated Bulk Tank
1	Milk Receiver with 3" Milk Lines
1	1 Milk Receiver Pump

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NUMBER EACH	EQUIPMENT INVENTORY LIST - WESTPOINT DAIRY TWIN DOUBLE 35 PARALLEL MILKING PARLORS
3	DEC Milk Silo - 20,000 gallons
2	DeLaval Plate Coolers
140	DeLaval Milking Units, Automatic Takeoffs, Milk Meters, Backflush
140	Blue Diamond Parallel Stalls
140	DeLaval Pulsators and Control Units
2	DeLaval Variable Speed Vacuum Pumps - 30 HP - S/N SO80261, SO82413
2	Ingersol Rand Air Compressors - 10 HP - S/N 891428, 00042090
1	Hydro Tek Pressure Washer
1	Hot Water Storage Tank - 500 gallon
3	DeLaval Heat Recovery Units - 120 gallon
2	AO Smith Water Heaters - 140 gallon
6	DeLaval Refrigeration Compressors, Air Cooled - 20 HP
1	Alfa Laval Snap Chiller
1	Water Storage Tank - 20,000 gallon
2	Water Booster Pumps - 15 HP
1	Water Booster Pump - 7.5 HP
1	Milk Transfer / Wash Pump - 10 HP
2	Germania Auto Milking / Wash Control Unit
2	Milk Receivers - 400 gallon
4	Milk Receiver Pump - 3 HP
2	Ingersol Rand Rotary Screw Air Compressors - 25 HP - S/N PX3215U04120, PX3216U04120
2	Blue Diamond Air Drive Crowd Gates - 30'
1	Kato Light GenSet - 600 KW - S/N WA527256-69225
272	Freestall Box Fans, 3/4 HP

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Exhibit B - 5

Together with all milking equipment located in the dairy facilities, including, but not limited to, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, tubes, tanks and washers located on or used in connection with the operation of the dairy facilities, situated on the Real Property described on Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any such property.

**EXHIBIT C
TO
MORTGAGE**

Water Rights

Idaho Department of Water Resources Water Summarized Reports

Record	Basin	Sequence	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses
1	37	2549	Decreed	Active	3/11/1954	1.86	GROUND WATER	IRRIGATION
2	37	2550	Decreed	Active	3/11/1954	2.67	GROUND WATER	IRRIGATION
3	37	2761B	Decreed	Active	7/14/1967	5.04	GROUND WATER	IRRIGATION
4	37	7370	Decreed	Active	7/22/1974	3.26	GROUND WATER	IRRIGATION
5	37	7572	Decreed	Active	3/21/1977	2.53	GROUND WATER	IRRIGATION
6	37	7634	Decreed	Active	5/23/1977	1.31	GROUND WATER	IRRIGATION
7	37	8326	License	Active	1/6/1988	1.36	GROUND WATER	IRRIGATION
8	37	8732	License	Active	4/13/1991	3	GROUND WATER	IRRIGATION
9	37	10141	Decreed	Active	6/1/1951	0.04	GROUND WATER	DOMESTIC

Idaho Department of Water Resources Water Summarized Reports

Record	Basin	Sequence	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses
1	36	2262	Decreed	Active	5/25/1954	2	GROUND WATER	IRRIGATION
2	36	2297	Decreed	Active	3/23/1956	1.82	GROUND WATER	IRRIGATION
3	36	2335	Decreed	Active	7/8/1957	3.16	GROUND WATER	IRRIGATION
4	36	2374B	Decreed	Active	1/29/1959	1.94	GROUND WATER	IRRIGATION
5	36	2425C	Decreed	Active	3/9/1960	0.13	GROUND WATER	IRRIGATION
6	36	2510	Decreed	Active	8/25/1961	0.68	GROUND WATER	IRRIGATION
7	36	2517A	Decreed	Active	9/11/1961	1.06	GROUND WATER	IRRIGATION
8	36	2517B	Decreed	Active	9/11/1961	0.21	GROUND WATER	IRRIGATION
9	36	2520A	Decreed	Active	10/2/1961	1.37	GROUND WATER	IRRIGATION
10	36	2590	Decreed	Active	5/19/1964	2.42	GROUND WATER	IRRIGATION
11	36	2698	Decreed	Active	2/25/1960	0.36	GROUND WATER	STOCKWATER
12	36	2907	Decreed	Active	4/26/1990	0.8	GROUND WATER	IRRIGATION
13	36	4048	Decreed	Active	3/25/1958	3.14	GROUND WATER	IRRIGATION
14	36	4119	Decreed	Active	6/9/1952	1.6	GROUND WATER	IRRIGATION

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Exhibit C - 2

15	36	4246	Decreed	Active	3/15/1968	0.12	WASTE WATER	IRRIGATION, STOCKWATER FROM STORAGE, STOCKWATER STORAGE
16	36	7157A	Decreed	Active	2/16/1971	3.3	GROUND WATER	IRRIGATION
17	36	7295A	Decreed	Active	12/11/1973	2.43	GROUND WATER	IRRIGATION
18	36	7295B	Decreed	Active	12/11/1973	2.8	GROUND WATER	IRRIGATION
19	36	7295C	Decreed	Active	12/11/1973	0.32	GROUND WATER	COMMERCIAL, STOCKWATER
20	36	7304A	Decreed	Active	2/23/1973	5.2	GROUND WATER	IRRIGATION
21	36	7304B	Decreed	Active	2/23/1973	0.24	GROUND WATER	COMMERCIAL, STOCKWATER
22	36	7304C	Decreed	Active	2/23/1973	0.8	GROUND WATER	COMMERCIAL, STOCKWATER
23	36	7325A	Decreed	Active	4/12/1973	3.6	GROUND WATER	IRRIGATION
24	36	7325B	Decreed	Active	4/12/1973	0.95	GROUND WATER	IRRIGATION
25	36	7326	Decreed	Active	4/6/1973	0.64	GROUND WATER	IRRIGATION
26	36	7377D	Decreed	Active	9/7/1973	0.79	GROUND WATER	COMMERCIAL, STOCKWATER
27	36	7377F	Decreed	Active	9/7/1973	0.24	GROUND WATER	IRRIGATION
28	36	7377G	Decreed	Active	9/7/1973	1.04	GROUND WATER	IRRIGATION

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29	36	7377H	Decreed	Active	9/7/1973	0.05	GROUND WATER	IRRIGATION
30	36	7460B	Decreed	Active	3/25/1974	1.04	GROUND WATER	IRRIGATION
31	36	7460E	Decreed	Active	3/25/1974	0.13	GROUND WATER	IRRIGATION
32	36	7460F	Decreed	Active	3/25/1974	0.12	GROUND WATER	IRRIGATION
33	36	7533A	Decreed	Active	3/27/1975	1.13	GROUND WATER	IRRIGATION
34	36	7533B	Decreed	Active	3/27/1975	1.12	GROUND WATER	IRRIGATION
35	36	7533C	Decreed	Active	3/27/1975	0.42	GROUND WATER	IRRIGATION
36	36	7547D	Decreed	Active	5/13/1975	1.14	GROUND WATER	COMMERCIAL, STOCKWATER
37	36	7547F	Decreed	Active	5/13/1975	0.35	GROUND WATER	IRRIGATION
38	36	7547G	Decreed	Active	5/13/1975	1.51	GROUND WATER	IRRIGATION
39	36	7547H	Decreed	Active	5/13/1975	0.08	GROUND WATER	IRRIGATION
40	36	7575	Decreed	Active	10/31/1975	0.43	GROUND WATER	IRRIGATION, STOCKWATER
41	36	7583	Decreed	Active	12/9/1975	0.22	GROUND WATER	IRRIGATION
42	36	7584	Decreed	Active	12/9/1975	1.08	GROUND WATER	IRRIGATION
43	36	7672	Decreed	Active	1/27/1977	1.77	GROUND WATER	IRRIGATION
44	36	8063C	License	Active	2/21/1982	0.3	GROUND WATER	IRRIGATION

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45	36	8252E	License	Active	10/17/1984	0.1	GROUND WATER	IRRIGATION
46	36	8313A	License	Active	8/20/1986	1.2	GROUND WATER	IRRIGATION
47	36	8387	License	Active	8/31/1988	2.48	GROUND WATER	IRRIGATION
48	36	8529	License	Active	4/5/1990	0.66	GROUND WATER	IRRIGATION
49	36	8560A	License	Active	9/7/1990	1.03	GROUND WATER	IRRIGATION
50	36	8560B	License	Active	9/7/1990	0.12	GROUND WATER	IRRIGATION
51	36	8582	License	Active	2/20/1991	0.46	GROUND WATER	IRRIGATION
52	36	8608	License	Active	9/3/1991	0.86	GROUND WATER	COMMERCIAL, DOMESTIC, IRRIGATION, STOCKWATER
53	36	8760	Decreed	Active	12/4/1990	1.52	GROUND WATER	IRRIGATION
54	36	10069	Decreed	Active	6/17/1972	0.06	GROUND WATER	DOMESTIC, STOCKWATER
55	36	10092	Decreed	Active	6/1/1923	0.09	GROUND WATER	DOMESTIC, STOCKWATER
56	36	10093	Decreed	Active	6/1/1924	0.1	GROUND WATER	DOMESTIC, STOCKWATER
57	36	10206	Decreed	Active	8/1/1981	0.04	GROUND WATER	DOMESTIC, STOCKWATER
58	36	10216	Decreed	Active	1/1/1930	0.04	GROUND WATER	DOMESTIC, STOCKWATER
59	36	10270	Decreed	Active	6/1/1976	0.07	GROUND WATER	DOMESTIC, STOCKWATER

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60	36	10271	Decreed	Active	2/22/1978	0.07	GROUND WATER	DOMESTIC, STOCKWATER
61	36	10382	Decreed	Active	12/31/1920	0.07	GROUND WATER	DOMESTIC, STOCKWATER
62	36	10383	Decreed	Active	12/31/1940	0.13	GROUND WATER	DOMESTIC, STOCKWATER
63	36	10479	Decreed	Active	2/1/1973	0.06	GROUND WATER	DOMESTIC, STOCKWATER
64	36	10480	Decreed	Active	3/1/1974	0.02	GROUND WATER	DOMESTIC
65	36	10497	Decreed	Active	1/1/1948	0.04	GROUND WATER	DOMESTIC, STOCKWATER
66	36	10498	Decreed	Active	1/1/1948	0.07	GROUND WATER	DOMESTIC, STOCKWATER
67	36	10499	Decreed	Active	1/1/1906	0.13	GROUND WATER	DOMESTIC, STOCKWATER
68	36	10535	Decreed	Active	4/20/1931	0.13	GROUND WATER	DOMESTIC, STOCKWATER
69	36	10573	Decreed	Active	9/1/1980	0.04	GROUND WATER	DOMESTIC, STOCKWATER
70	36	10586	Decreed	Active	10/31/1979	0.13	GROUND WATER	DOMESTIC, STOCKWATER
71	36	10638	Decreed	Active	4/1/1970	0.04	GROUND WATER	DOMESTIC
72	36	10639	Decreed	Active	4/1/1987	0.04	GROUND WATER	STOCKWATER
73	36	10650	Decreed	Active	4/1/1983	0.04	GROUND WATER	STOCKWATER
74	36	10659	Decreed	Active	12/31/1955	0.04	GROUND WATER	DOMESTIC

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75	36	10666	Decreed	Active	5/1/1987	0.19	GROUND WATER	IRRIGATION
76	36	10676	Decreed	Active	1/1/1946	0.04	GROUND WATER	DOMESTIC, STOCKWATER
77	36	10788	Decreed	Active	1/1/1946	0.04	GROUND WATER	DOMESTIC
78	36	10926	Decreed	Active	1/1/1952	0.04	GROUND WATER	DOMESTIC, STOCKWATER
79	36	13875	Decreed	Active	3/1/1975	0.14	GROUND WATER	DOMESTIC, STOCKWATER
80	36	15219B	Decreed	Active	3/22/1956	0.26	GROUND WATER	IRRIGATION
81	36	15288	Decreed	Active	6/1/1945	0.07	GROUND WATER	STOCKWATER
82	36	15289	Decreed	Active	3/1/1956		WASTE WATER	STOCKWATER FROM STORAGE, STOCKWATER STORAGE
83	36	15299	Decreed	Active	6/1/1945	0.07	GROUND WATER	STOCKWATER
84	36	15300	Decreed	Active	6/1/1945	0.04	GROUND WATER	DOMESTIC