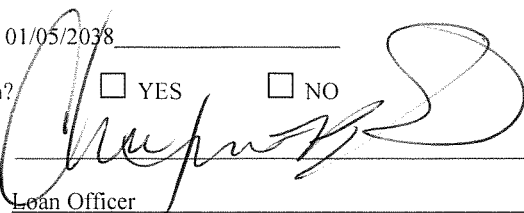


RECEIVED

JAN 16 2013

DEPARTMENT OF
WATER RESOURCESSTATE 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).: 36-4049 B 36-4049 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
D. L. Evans Bank
P.O. Box 87
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) Gary Johnson, Jamie Johnson, Wayde Johnson
5. Expiration Date of Notification Period 01/05/2038
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable)

Loan Officer

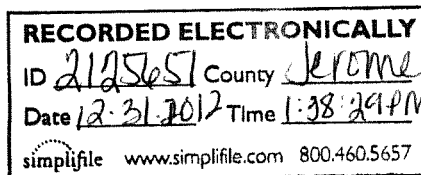
For Office Use Only
 Received by HP
 Received by HP
 Processed by Dues AJ

 Date 1-16-13
 Date 1-16-13
 Date _____

 Fee 450.00
 Receipt No. CO916438
 WR Dues Date 1/17/2013

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

**WHEN RECORDED MAIL TO:**

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

SEND TAX NOTICES TO:

Gary W. Johnson; James C. Johnson, Jr. ; and J. Wayde Johnson
2811 Highway 25
Hazelton, ID 83335

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated December 27, 2012, is made and executed between Gary W. Johnson, a married man and James C. Johnson, Jr., a married man and J. Wayde Johnson, a married man (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (referred to below as "Lender").

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH 36.30 SHARES OF THE CAPITAL STOCK OF THE NORTH SIDE CANAL COMPANY CERTIFICATE NO 25760, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.*

TOGETHER WITH 5.90 SHARES OF THE CAPITAL STOCK OF THE NORTH SIDE CANAL COMPANY CERTIFICATE NO 25758, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.*

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 36-4049 B WITH A CLAIMED PRIORITY OF JUNE 24, 1987 TO .140 CFS OF IRRIGATION WATER FROM WASTE WATER, A TRIBUTARY OF THE WILSON LAKE AND WATER RIGHT NO. 36-4049 A WITH A CLAIMED PRIORITY OF APRIL 30, 1947 TO 1.350 CFS OF IRRIGATION WATER FROM WASTE WATER, A TRIBUTARY OF THE WILSON LAKE, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as 149 Brooks Avenue, 503 Main Street, 202 Main Street, bare land at approximately 800 South 1975 East and 2352 East 990 South, Hazelton, ID 83335. The Real Property tax identification number is RPH00000327460A; RPH00000327465A, RPH00000327450A; RPH3330014010AA; RP09S20E298401A; RP09S20E320606A; RP09S20E321201A; RP10S20E016991A.

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

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

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

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

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

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

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

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

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

and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

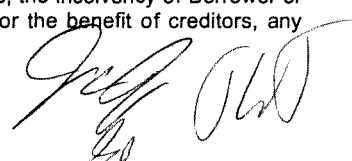
Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

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

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

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

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any



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

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

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

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

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

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

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

Borrower. The word "Borrower" means J & W Agri-Corp Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

Grantor. The word "Grantor" means Gary W. Johnson; James C. Johnson, Jr. ; and J. Wayde Johnson.

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

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

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

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

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

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated December 27, 2012, in the original principal amount of \$702,250.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 5, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

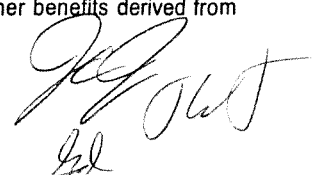
Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all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

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

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

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

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



PARCEL NO.

TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,
IDAHO

SECTION 32: PART OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 32 OF TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, SAID CORNER MARKED BY A 5/8" REBAR;
THENCE SOUTH 0°04'51" WEST ALONG THE WEST LINE OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ FOR 564.61 (558' REC) FEET TO A POINT;
THENCE SOUTH 89°38'21" EAST FOR 22.27 FEET (25' REC) TO A 1/2" REBAR WHICH SHALL BE THE POINT OF BEGINNING;
THENCE SOUTH 89°38'21" EAST (EAST, REC) FOR A DISTANCE OF 274.78 FEET (274.78' REC) TO A 1/2" REBAR;
THENCE SOUTH 00°41'54" WEST (SOUTH, REC.) FOR A DISTANCE OF 36.91 FEET (37' REC) TO A 1/2" REBAR;
THENCE NORTH 89°38'21" WEST (WEST, REC) FOR A DISTANCE OF 18.53 FEET (18.9' REC) TO A POINT;
THENCE SOUTH 00°21'39" WEST (SOUTH, REC) FOR A DISTANCE OF 28.03 FEET (28' REC) TO A 1/2" REBAR;
THENCE SOUTH 89°38'44" EAST FOR A DISTANCE OF 24.70 FEET TO A 1/2" REBAR;
THENCE SOUTH 00°21'39" WEST FOR A DISTANCE OF 44.36 FEET (34.37' REC) TO A 5/8" REBAR ON THE NORTH RIGHT OF WAY OF STATE HIGHWAY 25;
THENCE SOUTH 84°06'12" WEST (S84°03'W, REC) ALONG THE NORTH RIGHT OF WAY OF STATE HIGHWAY 25 FOR A DISTANCE OF 82.96 FEET TO A 5/8" REBAR AT HIGHWAY STATION 1403+38.4;
THENCE ON A CURVE TO THE RIGHT FOR 62.85 FEET TO A 1/2" REBAR, SAID CURVE HAVING A CENTRAL ANGLE OF 1°55'34" WITH A RADIUS OF 1869.86 FEET AND A LONG CHORD BEARING OF SOUTH 85°01'30" WEST FOR A DISTANCE OF 62.85 FEET;
THENCE NORTH 00°21'39" EAST FOR A DISTANCE OF 59.23 FEET TO A 1/2" REBAR;
THENCE NORTH 89°38'44" WEST (WEST, REC) FOR A DISTANCE OF 135.74 FEET TO A 1/2" REBAR;
THENCE NORTH 00°24'10" EAST (NORTH, REC) FOR A DISTANCE OF 64.97 FEET (65' REC) TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM TAX 2, UNPLATTED, CITY OF HAZELTON, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25 FEET EAST OF A POINT ON THE WEST BOUNDARY OF THE SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ WHICH IS 558 FEET SOUTH OF THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 32;
THENCE RUNNING SOUTH, PARALLEL WITH THE SAID WEST LINE, 65 FEET;
THENCE RUNNING EAST, AT RIGHT ANGLES, 256.1 FEET;
THENCE RUNNING NORTH AT RIGHT ANGLES, 28 FEET;
THENCE RUNNING EAST AT RIGHT ANGLES, 18.9 FEET;
THENCE RUNNING NORTH, PARALLEL WITH THE SAID WEST LINE AT RIGHT ANGLES, 37 FEET;
THENCE RUNNING WEST IN A DIRECT LINE 275 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,
IDAHO

SECTION 32: PART OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 32 OF TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, SAID CORNER MARKED BY A 5/8" REBAR;
THENCE SOUTH 0°04'51" WEST ALONG THE WEST LINE OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ FOR 629.58

FEET TO A POINT;
THENCE SOUTH 89°38'44" EAST FOR 277.99 FEET TO A 1/2" REBAR WHICH SHALL BE THE POINT OF BEGINNING;
THENCE NORTH 00°21'39" EAST (NORTH, REC) FOR A DISTANCE OF 28.03 FEET (28', REC) TO A POINT;
THENCE SOUTH 89°38'21" EAST (EAST, REC) FOR A DISTANCE OF 18.53 FEET (18.9', REC) TO A 1/2" REBAR;
THENCE SOUTH 00°41'54" WEST FOR A DISTANCE OF 28.03 FEET TO A 1/2" REBAR;
THENCE NORTH 89°38'44" WEST FOR A DISTANCE OF 18.36 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 32: PART OF THE NE1/4SE1/4, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BROOKS STREET WITH THE CENTERLINE OF STATE HIGHWAY 25 SAID CORNER MARKED BY A P.K. NAIL;
THENCE NORTH 0°21'39" EAST (NORTH RECORDED) ALONG THE CENTERLINE OF BROOKS STREET FOR 40.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF STATE HIGHWAY 25 WHICH SHALL BE THE POINT OF BEGINNING;
THENCE NORTH 0°21'39" EAST (NORTH RECORDED) ALONG THE CENTERLINE OF BROOKS STREET FOR 64.97 FEET TO A P.K. NAIL, SAID POINT LYING SOUTH 0°21'39" WEST FOR 629.51 FEET (623.0' +/- RECORDED) FROM THE NORTHWEST CORNER OF THE NE1/4SE1/4 WHICH IS MARKED BY A 5/8" REBAR;
THENCE SOUTH 89°45'23" EAST (EAST RECORDED) FOR 24.97 FEET TO A 1/2" REBAR;
THENCE SOUTH 89°38'49" EAST (EAST RECORDED) FOR 135.79 FEET TO A 1/2" REBAR;
THENCE SOUTH 0°21'39" WEST FOR 59.27 FEET TO A 1/2" REBAR ON THE NORTH RIGHT OF WAY OF STATE HIGHWAY 25;
THENCE ON A CURVE TO THE RIGHT FOR 121.86 FEET TO A 1/2" REBAR AT HIGHWAY STATION PC 1401+49.5, SAID CURVE HAVING A CENTRAL ANGLE OF 3°44'02" WITH A RADIUS OF 1869.86 FEET WITH A LONG CHORD BEARING OF SOUTH 87°50'50" WEST FOR 121.83 FEET FROM THE PREVIOUS POINT;
THENCE SOUTH 89°44'00" WEST FOR 14.07 FEET TO A 1/2" REBAR;
THENCE SOUTH 89°44'00" WEST FOR 24.98 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

LOTS 10, 11 AND 12, BLOCK 14, HAZELTON TOWNSITE, JEROME COUNTY, IDAHO, AS THE SAME IS PLATTED IN THE OFFICIAL PLAT THEREOF, NOW OF RECORD IN THE OFFICE OF THE RECORDER OF SAID JEROME COUNTY.

PARCEL NO. 5:

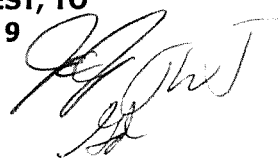
TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 29: SW1/4SE1/4;

SECTION 32: NW1/4NE1/4;

EXCEPTING THEREFROM A PARCEL OF LAND IN THE SW1/4SE1/4 OF SECTION 29 AND THE NW1/4NE1/4 OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS, 29, 28, 32, AND 33, TOWNSHIP 9 SOUTH, RANGE 20 EAST, BOISE MERIDIAN;
THENCE A DISTANCE OF 1321.10 FEET ON A BEARING OF SOUTH 88°50'32" WEST, TO THE EAST SIXTEENTH CORNER COMMON TO SECTIONS 29 AND 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST, BOISE MERIDIAN;



THENCE A DISTANCE OF 55.92 FEET ON A BEARING OF SOUTH 0°16'44" EAST, ALONG THE EAST BOUNDARY OF THE NW¼NE¼ OF SAID SECTION 32 TO THE TRUE POINT OF BEGINNING;

THENCE FROM THIS TRUE POINT OF BEGINNING A DISTANCE OF 250.00 FEET ON A BEARING OF SOUTH 88°50'32" WEST;

THENCE A DISTANCE OF 348.48 FEET ON A BEARING OF NORTH 0°16'44" WEST;

THENCE A DISTANCE OF 250.00 FEET ON A BEARING OF NORTH 88°50'32" EAST TO THE EAST BOUNDARY OF THE SW¼SE¼ OF SAID SECTION 29;

THENCE ALONG THE SAID EAST BOUNDARY OF THE SW¼SE¼ OF SECTION 29 AND THE SAID EAST BOUNDARY OF THE NW¼NE¼ OF SECTION 32 A DISTANCE OF 348.48 FEET ON A BEARING OF SOUTH 0°16'44" EAST TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN THE NW¼NE¼, SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32;

THENCE SOUTH 88°50'32" WEST, 1321.10 FEET TO THE NORTHEAST CORNER OF NW¼NE¼, SECTION 32;

THENCE SOUTH 00°16'44" EAST 55.92 FEET ALONG THE EAST BOUNDARY OF SAID NW¼NE¼, TO THE REAL POINT OF BEGINNING;

THENCE SOUTH 88°50'32" WEST 250.00 FEET;

THENCE SOUTH 00°16'44" EAST 174.24 FEET;

THENCE NORTH 88°50'32" EAST 250.00 FEET;

THENCE NORTH 00°16'44" WEST 174.24 FEET ALONG THE EAST BOUNDARY OF NW¼NE¼, SECTION 32 TO THE REAL POINT OF BEGINNING.

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 32: SW¼NE¼

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW¼NE¼ OF SECTION 32;

THENCE WEST, 172.0 FEET;

THENCE NORTH, 96.8 FEET;

THENCE EAST, 172.0 FEET TO THE EAST LINE OF SAID SW¼NE¼;

THENCE SOUTH, 96.8 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN THE SW¼NE¼ OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¼NE¼;

THENCE NORTH 89°38'11" EAST FOR 950.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SW¼NE¼;

THENCE NORTH 0°23'09" WEST FOR 302.00 FEET ALONG A LINE WHICH LIES 950.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY BOUNDARY OF SAID SW¼NE¼ TO THE REAL POINT OF BEGINNING;

THENCE NORTH 0°23'09" WEST FOR 498.00 FEET ALONG A LINE WHICH LIES 950.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY BOUNDARY OF SAID SW¼NE¼;

THENCE NORTH 89°38'11" EAST FOR 367.58 FEET, MORE OR LESS, ALONG A LINE 800.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SW¼NE¼ TO A POINT ON THE EASTERLY BOUNDARY OF SW¼NE¼;

THENCE SOUTH 0°16'44" EAST FOR 498.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID SW¼NE¼ TO A POINT WHICH LIES NORTH 0°16'44" WEST FOR A 302.00 FEET AND SOUTH 89°38'11" WEST, 1316.09 FEET FROM THE E¼ CORNER OF SAID



SECTION 32, **D E¹/₄ CORNER IS MARKED BY A 1/2" IRON PIN AND STONE MARKED 4;**

THENCE SOUTH 89°38'11" WEST FOR 366.65 FEET ALONG A LINE 302.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SW¹/₄NE¹/₄ TO THE REAL POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PART OF THE SW¹/₄NE¹/₄ OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SAID SW¹/₄NE¹/₄;
THENCE NORTH 89°38'11" EAST, ALONG THE SOUTH LINE OF SAID SW¹/₄NE¹/₄, 950.00 FEET;
THENCE NORTH 0°23'09" WEST, 800.00 FEET;
THENCE SOUTH 89°38'11" WEST, 950.00 FEET TO THE WEST LINE OF SAID SW¹/₄NE¹/₄;
THENCE SOUTH 0°23'09" EAST ALONG SAID WEST LINE, 800.00 FEET TO THE POINT OF BEGINNING;**

AND ALSO EXCEPTING THEREFROM A PARCEL OF LAND IN THE SW¹/₄NE¹/₄ OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¹/₄NE¹/₄;
THENCE NORTH 0°23'09" WEST FOR 800.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID SW¹/₄NE¹/₄ TO THE REAL POINT OF BEGINNING;
THENCE NORTH 89°38'11" EAST FOR 950.00 FEET ALONG A LINE WHICH LIES 800.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SW¹/₄NE¹/₄;
THENCE NORTH 0°23'09" WEST FOR 509.08 FEET ALONG A LINE WHICH LIES 950.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY BOUNDARY OF SAID SW¹/₄NE¹/₄ TO A POINT ON THE WESTERLY BOUNDARY OF SAID SW¹/₄NE¹/₄;
THENCE SOUTH 89°14'19" WEST FOR 950.02 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SW¹/₄NE¹/₄ TO THE NORTHWEST CORNER OF SAID SW¹/₄NE¹/₄;
THENCE SOUTH 0°23'09" EAST FOR 502.48 FEET ALONG THE WESTERLY BOUNDARY OF SAID SW¹/₄NE¹/₄ TO THE REAL POINT OF BEGINNING.**

AND ALSO EXCEPTING THEREFROM THAT PART OF THE SW¹/₄NE¹/₄ OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SW¹/₄NE¹/₄;
THENCE NORTH 89°38'11" EAST, ALONG THE SOUTH LINE OF SAID SW¹/₄NE¹/₄, 950 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH PARALLEL TO THE WEST BOUNDARY OF SAID SW¹/₄NE¹/₄, 302 FEET;
THENCE NORTH 89°38'11" EAST, 366.65 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID SW¹/₄NE¹/₄;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SW¹/₄NE¹/₄, 205.2 FEET TO THE POINT WHICH IS 96.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SW¹/₄NE¹/₄;
THENCE WEST PARALLEL TO THE SOUTH BOUNDARY OF SAID SW¹/₄SE¹/₄, 172 FEET;
THENCE SOUTH PARALLEL TO THE EAST BOUNDARY OF SAID SW¹/₄NE¹/₄, 96.8 FEET TO THE SOUTH BOUNDARY OF SAID SW¹/₄NE¹/₄;
THENCE WEST ALONG THE SOUTH BOUNDARY OF SW¹/₄NE¹/₄, 194.65 FEET TO THE TRUE POINT OF BEGINNING.**

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 1: A PARCEL OF LAND LOCATED IN THE SE¹/₄SW¹/₄, MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGINNING AT THE SOUTHEAST CORNER OF SAID SE¹/₄SW¹/₄;
THENCE NORTH 0°13'47" WEST A DISTANCE OF 43.57 FEET ALONG THE EASTERLY
BOUNDARY OF SAID SE¹/₄SW¹/₄ TO THE NORTHERLY BOUNDARY OF OLD STATE
HIGHWAY NO. 25 AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°43'15" WEST A DISTANCE OF 177.88 FEET ALONG THE
NORTHERLY BOUNDARY OF SAID HIGHWAY NO. 25;
THENCE 415.19 FEET NORTHEASTERLY ON THE ARC OF CURVE TO THE RIGHT WITH
A RADIUS OF 914.95 FEET, A CENTRAL ANGLE OF 26°00'00" AND A CHORD WHICH
BEARS NORTH 77°16'45" WEST A DISTANCE OF 411.64 FEET TO A POINT ON CURVE;
THENCE NORTH 27°34'18" EAST A DISTANCE OF 546.28 FEET TO THE HIGH WATER
LINE OF THE NORTHSIDE MAIN CANAL;
THENCE SOUTH 52°17'51" EAST A DISTANCE OF 411.11 FEET ALONG SAID HIGH
WATER LINE TO THE EASTERLY BOUNDARY OF SAID SE¹/₄SW¹/₄;
THENCE SOUTH 0°13'47" EAST A DISTANCE OF 322.60 FEET ALONG SAID EASTERLY
BOUNDARY TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND IN THE SE¹/₄SW¹/₄, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE¹/₄SW¹/₄;
THENCE NORTH 0°13'47" WEST A DISTANCE OF 207.69 FEET ALONG THE EASTERLY
BOUNDARY OF SAID SE¹/₄SW¹/₄ TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 52°17'51" WEST A DISTANCE OF 486.20 FEET PARALLEL WITH THE
HIGH WATER LINE OF THE NORTHSIDE CANAL COMPANY MAIN CANAL;
THENCE NORTH 27°34'18" EAST A DISTANCE OF 126.98 FEET TO A POINT ON THE
HIGH WATER LINE OF SAID MAIN CANAL;
THENCE SOUTH 52°17'51" EAST A DISTANCE OF 411.11 FEET ALONG THE HIGH
WATER LINE OF SAID MAIN CANAL TO THE EASTERLY BOUNDARY OF SAID
SE¹/₄SW¹/₄;
THENCE SOUTH 0°13'47" EAST A DISTANCE OF 158.48 FEET ALONG THE EASTERLY
BOUNDARY OF SAID SE¹/₄SW¹/₄ TO THE TRUE POINT OF BEGINNING.

Commonly known as: 149 Brooks Avenue North, Hazelton, ID 83335 as to Parcels No. 1 and 2
503 Main Street Hazelton, ID 83335 as to Parcel No. 3
202 Main Street Hazelton, ID 83335 as to Parcel No. 4
Bareland Hazelton, ID 83335 as to Parcels No. 5 and 6
2352 East 990 South, Hazelton, ID 83335 as to Parcel No. 7

