

RECEIVED

JUL 18 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

JUL 09 2012

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water 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):
- #36-02581, #36-16243, #36-16241, #36-02343, #36-02459, #36-02305, #36-14285, #36-02294, #36-02546, #36-14394

Adjudication Claim No(s): _____

2. The following
- REQUIRED**
- information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00 per water right** or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

RABO AGRIFINANCE, INC.12443 OLIVE BLVD., SUITE 50ST. LOUIS, MO 63141

4. Name of Water Right Owner/Claimant(s)

Red Bridge Farms LLC, a Delaware limited liability company

5. Expiration Date of Notification Period
- April 1, 2021

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

7. Signature(s) of Security Interest holder(s)
- 
-
- (and title if applicable)

Susan L. Harrison, Assistant Vice-President**For Office Use Only**Received by 
Received by DM
Processed by _____ AJDate 7.18.2012
Date 7.18.2012
Date _____Fee \$250
Receipt No. 5032685
WR _____ Date _____**SUPPORT DATA**
IN FILE # 36-2305

J. 34800
RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO:
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS, MISSOURI 63141

Instrument # 2110487
JEROME COUNTY, JEROME, IDAHO
2-1-2011 04:03:14 No. of Pages: 32
Recorded for : LAND TITLE AND ESCROW
MICHELLE EMERSON Fee: 103.00
Ex-Officio Recorder Deputy J. Wilson

Loan 10163200/srs

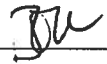
IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS INSTRUMENT IS INTENDED AS A MORTGAGE AND AS A
FIXTURE FILING UNDER THE IDAHO UNIFORM COMMERCIAL CODE.
THIS INSTRUMENT IS TO BE FILED AND INDEXED AS
BOTH A MORTGAGE AND AS A FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of the 28 day of January, 2011 is made between Red Bridge Farms LLC, whose state of incorporation/organization is Delaware and whose chief executive office is whose address is 266 Southwoods Centre, Columbia, IL 62236, hereinafter called "Mortgagor," and RABO AGRIFINANCE, INC., a corporation organized and existing under the laws of Delaware ("RAF"), whose address is P.O. Box 411995, St. Louis, Missouri 63141; RABOBANK, N.A. ("RNA"), whose address is P.O. Box 1845, El Centro, California 92244; and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland" ("RN"), whose address is 245 Park Avenue, New York, New York 10167 (RAF, RNA and RN, unless otherwise indicated, together with their successors and assigns, are hereinafter, individually or collectively, referred to as "Mortgagee") and RAF as collateral agent (the "Collateral Agent") for the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Six Million One Hundred Ninety-Eight Thousand Five Hundred and No/100 DOLLARS (\$6,198,500.00) with interest, all as set forth in Mortgagor's certain Promissory Note ("Note") of even date herewith maturing April 1, 2021.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note, along with (1) payment of the entire indebtedness and other obligations evidenced by the following promissory note(s), and/or guaranty(s) executed by Mortgagor to the applicable Mortgagee or order and all modifications, amendments, replacements, substitutions, extensions and renewals thereof along with any and all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions:

Initials 

[] The following additional new or existing Promissory Notes:

- Note dated N/A in the stated principal amount of _____ Dollars
- Note dated N/A in the stated principal amount of _____ Dollars

[] A guaranty or guaranties dated as of N/A, guaranteeing the indebtedness of the borrowers as defined in the guaranty or guaranties.

(2) the payment of such additional loans or advances and such other debts, obligations and liabilities of every kind and character, of Mortgagor or the maker of the Note, evidenced by a promissory note, guaranty or otherwise, whether one or more, now existing or arising in the future, in favor of the applicable Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to the applicable Mortgagee or any other person; PROVIDED HOWEVER, THAT, such other additional loans, advances, debts, obligations and liabilities shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such shall recite that it is to be secured by this Mortgage; and provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Mortgage; (4) payment and performance of each agreement of Mortgagor in this Mortgage; (5) payment of all sums expended or advanced by Collateral Agent or Mortgagee to protect the security of this Mortgage, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Note or any Credit Agreement (as hereinafter defined); and (6) all obligations as defined in or provided for in any Credit Agreement, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Collateral Agent and Mortgagee all the property (the "Property") hereinafter described, to wit:

I. The following described real property ("Real Estate") located in Jerome County, Idaho, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor, Collateral Agent and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

III. Certificates numbered _____ representing _____ shares of the capital stock of _____ and the water rights represented thereby (If no entries, this granting clause is inapplicable).

- IV. All water rights represented by Permit or License No. _____ issued by the Idaho Department of Water Resources. (If no entries, this granting clause is inapplicable).
- V. All water rights represented by Claim No. _____ filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. _____ (If no entries, this granting clause is inapplicable).

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Collateral Agent or Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Collateral Agent for the benefit of Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other

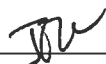
payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Collateral Agent or Mortgagee.

TO HAVE AND TO HOLD the same unto the Collateral Agent for the benefit of Mortgagee, their successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the notes and guaranties described above (collectively the "Note") and the interest thereon at the times and places and in the manner specified in the Note, or any credit agreement or similar document between Mortgagor and any Mortgagee (the "Credit Agreement"), and all other sums that may become due and owing to the Collateral Agent or Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void and shall be released by the Collateral Agent or Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note, the Credit Agreement and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Collateral Agent or Mortgagee, become due and payable; (c) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, neither remove nor permit the removal of any pre-merchantable or merchantable timber, buildings (unless such building is unused and has no commercial value), oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Collateral Agent or Mortgagee; and (d) to maintain and deliver to the Collateral Agent or Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Collateral Agent or



Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be reasonably satisfactory to the Collateral Agent or Mortgagee; in the event of loss the Collateral Agent or Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Collateral Agent and/or Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Collateral Agent or Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Collateral Agent or Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Collateral Agent or Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Collateral Agent or Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Collateral Agent or Mortgagee and applied in full or in part at the option of the Collateral Agent or Mortgagee in reduction of the indebtedness hereby secured; (i) the Collateral Agent or Mortgagee shall have the right to inspect the Property at such reasonable times as the Collateral Agent or Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Collateral Agent or Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Collateral Agent or Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note or any Credit Agreement for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note, the Credit Agreement or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the federal Bankruptcy Code as now or hereafter in effect, or any successor thereto, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Collateral Agent or Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as

mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Collateral Agent or Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Collateral Agent or Mortgagee under the laws of the state wherein the Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD. The following schedules are annexed hereto and made a part hereof (if no entry, this section is inapplicable) Exhibit A – Legal Description and Exhibit B – Personal Property.

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Collateral Agent and Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate and allowed to remain a lien for 30 day(s) EXCEPT a lien junior and inferior to this Mortgage may be placed on all or a part of said property in favor of N/A in a principal amount not to exceed ZERO DOLLARS (\$0) to be placed of record not later than N/A.

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Collateral Agent and Mortgagee and hold Collateral Agent and Mortgagee harmless against any loss, damage, or liability suffered by the Collateral Agent and Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Collateral Agent or Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning its

operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

SEVENTH. Mortgagor covenants and agrees to keep perfected and in good status any State of Idaho water permits or water company stock pertaining to water from all irrigation sources which is used in connection with the irrigation of the Real Estate. Mortgagor covenants and agrees to keep in good status any other existing or future water rights, licenses and/or permits which are used in connection with the irrigation of the Real Estate. Mortgagor agrees to complete appropriation and all other requirements necessary to obtain the issuance of a license for water permits issued to Mortgagor, in order that such water may legally be used and continue to be used for the irrigation of the Real Estate. Upon Mortgagor's failure to comply with the covenants and agreements set forth in this paragraph, Collateral Agent or Mortgagee, without prejudice to any other rights given herein, may at its option, either in its own name or in the name of Mortgagor, take any and all action necessary to protect and maintain the permits, licenses, water and water rights referred to herein. Mortgagor does hereby irrevocably constitute and appoint Collateral Agent and Mortgagee as Mortgagor's true and lawful agent and attorney with full power and authority, in the name of Mortgagor or otherwise, to take any and all action necessary to preserve and protect the permits, licenses, water and water rights referred to herein. Mortgagor covenants and agrees to promptly provide copies of all documents relating to such permitting and licensing process to Collateral Agent or Mortgagee.

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor, Collateral Agent and Mortgagee, and, cumulative of all other rights of Collateral Agent and Mortgagee hereunder, Collateral Agent or Mortgagee shall have all rights conferred upon secured parties by the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Collateral Agent or Mortgagee to file one or more financing statements and continuation statements, at Mortgagor's expense, describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Collateral Agent or Mortgagee, and agrees, if requested by Collateral Agent or Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Collateral Agent or Mortgagee. On demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Collateral Agent or Mortgagee to establish and maintain the validity and priority of the security interest of Collateral Agent and Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Collateral Agent or Mortgagee. Collateral Agent or Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default

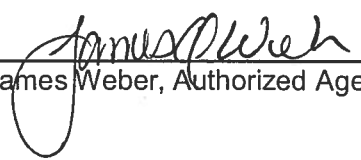
Collateral Agent or Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Collateral Agent or Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Collateral Agent or Mortgagee may at its option dispose of the Collateral in accordance with Collateral Agent's or Mortgagee's rights and remedies in respect of the Real Estate pursuant to the provisions of this Mortgage in lieu of proceeding under the UCC. Mortgagor hereby warrants, represents and covenants that (a) the Collateral will be kept on or at the Real Estate described herein and Mortgagor will not remove the Collateral from the Real Estate without the prior written consent of Collateral Agent or Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

NINTH. It is understood and agreed that a material factor in inducing the Mortgagee to make this loan to the Mortgagor is the unique status of the agricultural industry and the expertise and financial strength of the Mortgagor. In the event the Mortgagor ceases to own the mortgaged property, the security for this loan is thereby deemed to be impaired. Consequently, in the event that all or any portion of the Real Estate is sold, contracted for sale, leased with the option to purchase, conveyed, alienated, transferred, or if the Mortgagor is a corporation, or a partnership, or a limited liability company more than forty-nine percent (49%) of either the corporation stock, partnership interests or member interests is sold, contracted for sale, conveyed, alienated, transferred, or otherwise disposed of, whether voluntary or involuntary, by operation of law or otherwise to persons other than owners at the date of this Mortgage and their heirs prior to the time the indebtedness secured hereby shall have been paid, then, at the option of the Collateral Agent or Mortgagee, the entire said indebtedness shall become due and payable and the Collateral Agent or Mortgagee may exercise any of its rights and remedies provided for in the Mortgage.

TENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

RED BRIDGE FARMS LLC, a Delaware limited liability company

By: 
James Weber, Authorized Agent

STATE OF ILLINOIS)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to (or affirmed) before me this 28th day of January, 2011 by James Weber, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

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

(SEAL)



Shirlee A. Weber
Notary Public for Illinois
Residing at 1716 Clover Ridge, Columbia IL 6223
My commission expires 11/17/14

Initials JS

Exhibit "A"

Legal Description

Parcel No. 1

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 5: Lots 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$; that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the main canal of the North Side Canal Co., Ltd.; and that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and East of the main canal of the North Side Canal Co., Ltd.

Section 6: That part of Lot 1 and that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying North and East of the main canal of the North Side Canal Co., Ltd.

Together with an easement for the purpose of constructing, maintaining and repairing an underground power line over, across, and under the following described real property:

An easement 20 feet in width, parallel to the North bank of the main canal of the North Side Canal Co., Ltd., in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 5 Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho.

Parcel No. 1A:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 5: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:

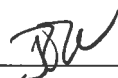
Beginning at the Center $\frac{1}{4}$ section corner of Section 5, Township 8 South, Range 18 East, Boise Meridian, said corner marked by a 5/8" rebar;
Thence North 89°58'27" West along the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 506.10 feet to a $\frac{1}{2}$ " rebar which shall be the Point of Beginning;
Thence South 32°59'38" West for a distance of 131.88 feet to a $\frac{1}{2}$ " rebar;
Thence South 66°56'28" West for a distance of 491.12 feet to a $\frac{1}{2}$ " rebar;
Thence South 30°19'32" West for a distance of 354.56 feet to a $\frac{1}{2}$ " rebar;
Thence South 38°28'26" West for a distance of 179.58 feet to a $\frac{1}{2}$ " rebar on the West line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 00°10'39" West along said line for a distance of 749.99 feet to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ marked by a 5/8" rebar;
Thence South 89°58'27" East along the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 816.77 feet to the Point of Beginning.

Parcel No. 2

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 6: Lots 6 and 7; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Initials



Excepting Therefrom the North 40 feet of the NW¼SE¼NW¼ deeded to the Jerome Highway District by Deed recorded in Book 159 Page 462, Jerome County records.

Excepting Therefrom part of Lot 6 and part of Lot 7, described as follows:

Beginning at the NW corner of Lot 7 in Section 6 of Township 8 South, Range 18 East, Boise Meridian said corner marked by a 5/8" rebar which shall be the Point of Beginning;
Thence South 89°54'03" East along the North line of Lot 7 for a distance of 235.44 feet;
Thence North 04°06'37" East a distance of 14.42 feet to a ½" rebar;
Thence North 04°06'37" East for a distance of 141.52 feet to a ½" rebar;
Thence North 88°46'00" East for a distance of 162.70 feet to a ½" rebar;
Thence South 00°31'46" East for a distance of 147.27 feet to a ½" rebar;
Thence South 00°31'46" East for a distance of 12.08 feet to the North line of Lot 7;
Thence South 89°54'03" East along the North line of Lot 7 for a distance of 408.63 feet;
Thence South 41°36'02" West for a distance of 39.75 feet to a ½" rebar;
Thence South 41°36'02" West for a distance of 296.27 feet to a ½" rebar;
Thence South 49°30'24" West for a distance of 308.98 feet to a ½" rebar;
Thence North 76°52'06" West for a distance of 93.00 feet to a ½" rebar;
Thence along a non-tangent curve to the left for a distance of 436.82 feet to a ½" rebar, said curve having a radius of 1832.47 feet and a central angle of 18°47'00" with a long chord bearing of South 31°52'57" West for a distance of 434.87 feet;
Thence South 88°56'33" West for a distance of 18.80 feet to a ½" rebar;
Thence South 88°56'33" West for a distance of 22.36 feet to the West line of Section 6;
Thence North 00°00'27" East along the West line of Section 6 for a distance of 107.43 feet to a 5/8" rebar at the SE corner of Section 1;
Thence North 00°00'33" East along the West line Section 6 for a distance of 694.80 feet to the Point of Beginning.

Subject to a county road right of way along the West side.

Subject to a right of way for a county road running East-West through the above described property.

Subject to a right of way for an irrigation lateral as now constructed.

Parcel No. 3

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 6: Lot 5, Excepting Therefrom that portion deeded to the Jerome Highway District for public highway by Right of Way Deed recorded November 27, 1956 in Book 159 Page 461 as Instrument Number 130646, Jerome County records.

And Excepting Therefrom part of Lot 5 in Section 6 of Township 8 South, Range 18 East of the Boise Meridian, described as follows:

Beginning at the NW corner of Lot 5 in Section 6 of Township 8 South, Range 18 East Boise Meridian, said corner marked by a 5/8" rebar;
Thence South 00°00'33" West along the West line of Section 6 for a distance of 40.00 feet to a ½" rebar which shall be the Point of Beginning;

Thence South 89°52'31" East parallel with the North line of Lot 5 for a distance of 999.07 feet to a ½" rebar;
 Thence South 00°00'36" West for a distance of 34.37 feet to a ½" rebar;
 Thence along a non-tangent curve to the left for a distance of 1242.16 feet to a ½" rebar, said curve having a radius of 1326.83 feet and a central angle of 53°38'22" with a long chord bearing of South 51°10'21" West for a distance of 1197.29 feet;
 Thence North 89°50'48" West for a distance of 47.05 feet to a ½" rebar;
 Thence North 89°50'48" West for a distance of 19.41 feet to the West line of Section 6;
 Thence North 00°00'33" East along the West line of Section 6 for a distance of 131.58 feet to a 5/8" rebar at the East ¼ corner of Section 1 of Township 8 South, Range 17 East;
 Thence North 00°00'33" East along the West line of Section 6 for a distance of 655.46 feet to the Point of Beginning.

Parcel No. 4:

Township 7 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 31: E½SW¼;SE¼

Section 32: SW¼; SE¼; SE¼NW¼

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 5: Lot 1;

Section 6: Lot 2;

Parcel No. 5:

Township 7 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 27: E½W½; W½E½;

Section 34: SE¼;N½;

Excepting Therefrom a parcel of land located in the SW¼NW¼ of Section 34, Township 7 South, Range 18 East Boise Meridian, Jerome County, Idaho, being a portion of land described in Quitclaim Deed Inst. No. 2086830, described as follows:

Beginning at the West ¼ corner of Section 34, Township 7 South, Range 18 East Boise Meridian, marked by a 3 inch Bureau of Land Management brass cap monument stamped 1960;
 Thence North 00°14'38" East, along the West line of said Section 34, (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 1115.68 feet to a point of Non-Tangency of a curve with a radius of 1330.00 feet whose center bears North 81°36'05" East;
 Thence following said curve in a counter clockwise direction through a central angle of 52°52'16" with an arc length of 1227.29 feet, (the chord of said curve bears South 34°50'03" East a distance of 1184.21 feet;

Thence South 00°21'24" West a distance of 147.90 feet to the Latitudinal centerline of said Section 34;

Thence North 89°38'36" West along the Latitudinal centerline of said Section 34, a distance of 680.26 feet to the Point of Beginning.

Section 35: W½W½.

Parcel No. 6:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 5: All that part of the SW¼NW¼ lying South and West of the Main Canal of the North Side Canal Company Ltd. and all that part of the NW¼SW¼ lying South and West of the Main Canal of the North Side Canal Company Ltd.

Section 6: N¼SE¼; SW¼NE¼ and that part of the SE¼NE¼ lying South and West of the Main Canal of the North Side Canal Company Ltd.

Excepting Therefrom a parcel of land located in the SW¼ of Section 5 and the SE¼ of Section 6, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho, being a portion of land described in Quitclaim Deed Inst. No. 2086830, described as follows:

Commencing at the Southwest corner of Section 5, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped Nowak LS 8077, see corner perpetuation Inst. No. 2004343;

Thence North 00°09'21" East along the West line of said Section 5 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 1272.63 feet; Thence North 89°50'39" West a distance of 4.29 feet to a point of non-tangency of a 50.00 foot radius curve whose center bears South 49°01'54" West being a point in the centerline of a county road, also being the Point of Beginning;

Thence following said curve in a counter clockwise direction, along said county road centerline through a central angle of 48°26'09" with an arc length of 42.27 feet (the chord said curve bears North 65°11'11" West a distance of 41.02 feet);

Thence North 89°24'15" West along said county road centerline, a distance of 332.71 feet;

Thence North 01°18'40" East a distance of 291.27 feet to a point on the centerline of a canal lateral;

Thence North 66°36'45" East along said centerline of canal lateral a distance of 227.67 feet to a point of tangency of a 175.00 foot radius curve whose center bears South 23°23'15" East;

Thence following said curve in a clockwise direction along said centerline of canal lateral through a central angle of 37°15'45" with an arc length of 113.81 feet (the chord of said curve bears North 85°14'38" East a distance of 111.82 feet);

Thence South 00°53'03" West a distance of 62.73 feet;

Thence South 70°35'58" East a distance of 140.18 feet;

Thence South 78°32'23" East a distance of 173.70 feet;

Thence South 22°19'16" West a distance of 173.38 feet;

Thence South 60°53'38" West a distance of 220.64 feet to The Point of Beginning.

Parcel No. 7:

Easement for the purpose of ingress and egress and the construction, maintenance and repair of an underground pipeline for the conveyance of irrigation water as disclosed in "Grant of Easement" recorded May 14, 2004 as Instrument Number 2042680, Jerome County records, over the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho.

Parcel No. 8:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$, Excepting Therefrom that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:

Beginning at the West quarter corner of Section 8, a point that is South 00°02'03" West 2640.74 feet from the Northwest corner of said section and running thence North 00°02'03" East 623.75 feet along the West line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;
Thence North 89°54'20" East 514.53 feet;
Thence North 00°05'40" West 187.14 feet to a point on the centerline of a county road;
Thence along said centerline the following (5) courses:
(1) South 72°15'02" East 513.26 feet
(2) South 73°32'09" East 101.37 feet
(3) South 74°19'32" East 73.56 feet
(4) South 76°12'23" East 49.88 feet
(5) South 78°21'21" East 108.10 feet to a point on the East line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;
Thence South 00°00'53" East 576.25 feet along said East line to a point on the South Line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;
Thence North 89°51'27" West 1325.63 feet along said South line to the True Point of Beginning.

And Excepting Therefrom that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 8, a point that is South 00°02'03" West 2,640.75 feet from the Northwest corner of said Section 8 and running thence North 00°02'03" East 623.75 feet along the West line of the NW $\frac{1}{4}$ of said Section to the True Point of Beginning.
Thence continuing along said West line North 00°02'03" East 326.27 feet to a point on the South Right-of-Way line of a county road;
Thence South 72°15'02" East 539.76 feet along said Right-of-Way line;
Thence South 00°05'40" East 160.88 feet;
Thence South 89°54'20" West 514.53 feet to True Point of Beginning.

Parcel No. 9:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho



Section 5: An easement for pipe line as disclosed in Warranty Deed recorded February 27, 1969 as Instrument Number 179849, Jerome County records over a strip of land described as:

Commencing at the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$
Thence South 24.75 feet;
Thence East parallel with the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the point of intersection with the canal of the North Side Canal Company;
Thence Northwesterly along said canal to the point of intersection with the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence West along said North line to The Point of Beginning.

Parcel No 10:

Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho

Section 5: The S $\frac{1}{2}$ SW $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and West of the Main Canal of the North Side Canal Co., Ltd.

Section 8: SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$;

That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Main Canal of the North Side Canal Co., Ltd.

That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the centerline of Red Bridge County Road.

Subject to county road right of way.

Excepting Therefrom that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ for North Side Canal Company No. 4 Pumping Plant, described as follows:

Beginning at the SE corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8, Township 8 South, Range 18 East;
Thence Westerly along the South boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 350 feet;
Thence Northerly and parallel to the East boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 800 feet;
Thence Easterly and parallel to the South boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 350 feet, to the East boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence Southerly along said East boundary to The Place of Beginning.

Excepting Therefrom that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:

Commencing at the West quarter corner of Section 8, a point that is South 00°02'03" West 2640.74 feet from the Northwest corner of said section and running thence South 89°51'27" East 1325.63 feet along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the True Point of Beginning;
Thence North 00°00'53" West 741.44 feet along the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$;
Thence South 89°45'02" East 606.47 feet;
Thence South 02°50'02" West 741.12 feet to point on the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$;
Thence North 89°51'27" West 570.02 feet along said South line to the True Point of Beginning.

Subject to a 50 foot county road Right-of-way easement being 25 feet both sides of the following described centerline;

Commencing at the Southwest corner of the SE¼ of the NW¼ and running Thence North 00°00'53" West 576.25 feet to the centerline of a county road and the True Point of Beginning;
Thence South 78°21'21" East 2.78 feet;
Thence South 79°18'31" East 75.47 feet;
Thence South 81°18'08" East 318.51 feet;
Thence South 81°07'58" East 204.51 feet to the Point of Terminus.

And Excepting Therefrom that part of the SE¼NW¼ more particularly described as follows:

Commencing at the West quarter corner of Section 8, a point that is South 00°02'03" West 2640.74 feet from the Northwest corner of said section and running thence South 89°51'27" East 1895.65 feet along the South line of the NW¼;
Thence North 02°50'02" East 484.00 feet to a point on the centerline of a county road and the True Point of Beginning;
Thence North 02°50'02" East 257.12 feet;
Thence South 89°45'02" East 719.08 feet to a point on the East line of the SE¼ of the NW¼;
Thence South 00°00'31" West 366.40 feet along said East line to a point on the centerline of a county road;
Thence along said centerline the following (2) courses;
(1) North 81°05'01" West 194.37 feet
(2) North 81°17'56" West 545.99 feet to the True Point of Beginning.

And Excepting Therefrom a parcel of land located in the N½ of Section 8, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho, being a portion of land described in Quit Claim Deed Inst. No. 2086830, described as follows:

Commencing at the West ¼ corner of Section 8, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped PLS 908, see corner perpetuation Inst. No. 2082683;
Thence South 89°37'34" East along the Latitudinal centerline of said Section 8 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 2651.92 feet to the center ¼ corner of said Section 8 marked with a 5/8 inch rebar with plastic cap;
Thence continuing South 89°37'34" East a distance of 975.62 feet to the Southwest corner of a parcel of land described in Deed Inst. No. 2090400;
Thence North 00°12'26" East along the West boundary line of said parcel of land, a distance of 800.00 feet to the Northwest corner of said parcel of land, being The Point of Beginning,
Thence North 27°20'02" West a distance of 292.35 feet to a point in the centerline of a canal lateral;
Thence following said canal centerline for the next 7 courses:
1. North 35°27'35" West a distance of 34.23 feet;
2. North 42°03'42" West a distance of 48.42 feet;
3. North 59°12'45" West a distance of 52.75 feet;
4. North 65°46'53" West a distance of 176.54 feet;
5. North 58°04'01" West a distance of 29.18 feet;

6. North 43°45'55" West a distance of 43.12 feet;
 7. North 34°59'20" West a distance of 97.06 feet;
 Thence North 89°53'16" West a distance of 253.42 feet;
 Thence South 00°58'30" East a distance of 47.72 feet;
 Thence South 89°01'30" West a distance of 215.50 feet to a point in the centerline of county road, being a point of Non-Tangency of a 75.00 foot radius curve whose center bears South 42°26'40" West;
 Thence following said curve in a counter clockwise direction, along said county road centerline, through a central angle of 42°07'19" with an arc length of 55.14 feet (the chord of said curve bears North 68°36'59" West a distance of 53.90 feet);
 Thence North 89°40'39" West along said county road centerline a distance of 321.97 feet;
 Thence North 14°49'25" East a distance of 147.22 feet;
 Thence North 06°57'49" East a distance of 119.62 feet;
 Thence South 86°33'43" East a distance of 213.18 feet;
 Thence South 66°39'26" East a distance of 186.36 feet;
 Thence South 89°53'16" East a distance of 563.72 feet to a point on the centerline of the North Side Canal Co. Ltd.;
 Thence following said North Side Canal Co. Ltd. for the next 3 courses:
 1. South 34°47'01" East a distance of 34.72 feet;
 2. South 59°08'52" East a distance of 126.08 feet;
 3. South 69°23'30" East a distance of 222.10 feet to a point on the North 1/16 line of said Section 8;
 Thence South 89°38'44" East along said North 1/16 line a distance of 359.51 feet to the Northeast 1/16 corner of said Section 8 marked by a 5/8 inch rebar with plastic cap stamped HLE LS 4563, see corner perpetuation Inst. No. 2082681;
 Thence South 00°12'26" West along the East 1/16 line a distance of 521.68 feet to the Northeast corner of a parcel of land described in Deed Inst. No. 2090400;
 Thence North 89°37'34" West along the North boundary line of said parcel of land a distance of 350.00 feet to The Point of Beginning.

Subject to the following access easement for ingress and egress all being 35 feet wide across said described parcel of land:

A 35 foot wide easement for ingress and egress, the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the West ¼ corner of Section 8, Township 8 South, Range 18 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped PLS 908, see corner perpetuation Inst. No. 2082683;
 Thence South 89°37'34" East along the latitudinal centerline of said Section 8 (Basis of bearing per central meridian of Central Zone of Idaho State Plane Coordinate System) a distance of 2651.92 feet to the center ¼ corner of said Section 8 marked with a 5/8 inch rebar with plastic cap;
 Thence North 00°13'27" East along the meridional centerline of said Section 8, a distance of 1291.82 feet;
 Thence South 89°46'33" East a distance of 2.27 feet to a point on a county road centerline being The Point of Beginning;
 Thence North 18°28'18" East a distance of 51.59 feet to a point of Tangency of a 50.00 foot radius curve whose center bears South 71°31'42" East;

Thence following said curve in a clockwise direction through a central angle of 75°03'39" with an arc length of 65.50 feet (the chord of said curve bears North 56°00'08" East a distance of 60.92 feet);
Thence South 86°28'03" East a distance of 220.52 feet;
Thence North 69°06'51" East a distance of 188.04 feet;
Thence North 10°58'32" East a distance of 59.74 feet to The Point of Terminus.

Parcel No. 11:

Township 7 South, Range 18 East of the Boise Meridian, Jerome County, Idaho.

Section 33: SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$;

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

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

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

Section 4: Lots 3 and 4;

Parcel No. 12:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 4: E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$;

Excepting Therefrom E $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ of 26 more or less acres lying West of Cropland Irrigated by Pivot described as:

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho, being a portion of land described in Quitclaim Deed Inst. No. 2086830, described as follows:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a $\frac{1}{2}$ inch rebar with no cap as described in corner perpetuation Inst. No's 2071497 and 2037699;

Thence South 89°29'34" East along the South line of said Section 4, (Basis of bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 658.74 feet to the West-West $\frac{1}{64}$ corner on the South line of said Section 4, being The Point of Beginning;

Thence North 00°01'43" East along the $\frac{1}{64}$ line a distance of 2642.24 feet to the center West-West $\frac{1}{64}$;

Thence South 89°31'42" East along the latitudinal centerline of said Section 4, a distance of 849.35 feet;

Thence South 00°03'38" West a distance of 219.77 feet to a point of Non-Tangency of a 1300.00 foot radius curve whose center bears South 31°55'27" East;

Thence following said curve in a counter clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet, (the chord of said curve bears South 05°18'08" West a distance of 2070.25 feet);

Thence South 00°03'38" West a distance of 359.92 feet to the West 1/16 corner on the South line of said Section 4;
Thence North 89°29'34" West along the South line of said Section 4 a distance of 658.74 feet to The Point of Beginning.

Subject to the (3) following access easements for ingress and egress all being 35 feet wide across said described parcel of land:

1. The North 35 feet of said parcel of land being parallel to the Latitudinal centerline of said Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho.
2. The South 35 feet of said parcel of land being parallel to the South line of said Section 4, Township 8 South, Range 18 East Boise Meridian, Jerome County, Idaho.
3. A 35 foot wide easement for ingress and egress, the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;
Thence South 89°29'34" East along the South line of said Section 4 (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System) a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4;
Thence North 00°01'43" East along the 1/64 line a distance of 1540.29 feet, being The Point of Beginning;
Thence South 73°02'17" East a distance of 257.32 feet to The Point of Terminus.

The Sidelines of said Easements will lengthen or shorten to the East and West boundary line of said parcel of land.

Parcel No. 13:

Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho

Section 6: That part of Lot 1 lying South and West of the main canal of the North Side Canal Company, Ltd.

ALSO DESCRIBED AS:

PARCEL NO. 1:

A parcel of land located in Sections 31, 32 and 33 of Township 7 South, Range 18 East, Boise Meridian, and Sections 4, 5, 6, 7 and 8 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho described as follows:

Beginning at the Southwest corner of Section 6, Township 8 South Range 18 East, Boise Meridian, Marked by a 5/8 inch rebar with no cap, see corner perpetuation Inst. No. 2004341; Thence North 00°16'47" East, along the West line of said Section 6, (Basis of bearing per central meridian of central zone of Idaho State plane coordinate system), a distance of 518.25 feet to a PK-Nail in the centerline of North 600 East, being the Southwest corner of a parcel of land described in Deed Inst. No. 2042934; Thence along the boundary line of said Parcel of land for the next (10) courses:

(1) North 89°13'47" East a distance of 41.16 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623), being a point of non-tangency of a 1332.47 foot radius curve whose center bears South 67°13'19" East;

(2) Following said curve in a clockwise direction through a central angle of 18°46'59" with an arc length of 436.82 feet (The chord of said curve bears North 32°10'11" East a distance of 434.87 feet) to a found 1/2 inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(3) South 76°34'52" East a distance of 93.00 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(4) North 49°47'38" East a distance of 308.98 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(5) North 41°53'16" East a distance of 336.02 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023)

(6) North 89°36'49" West a distance of 408.63 feet to a ½ inch rebar with orange plastic cap stamped (SLS LS 13023)

(7) North 00°14'32" West a distance of 159.35 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(8) South 89°03'14" West a distance of 162.70 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(9) South 04°23'51" West a distance of 155.94 feet to a ½ inch rebar with orange plastic cap stamped (SLS LS 13023)

(10) North 89°36'49" West a distance of 235.43 feet to the South 1/16 corner on the West line of said Section 6 being marked by a 5/8 inch rebar with yellow plastic cap stamped (Pearson LS 3623)

Thence North 00°17'47" East, along the West line of said Section 6, a distance of 1813.92 feet to the Southwest corner of a parcel of land as described in Deed Inst. No. 2050312, being marked by a PK-Nail in the centerline of North 600 East;

Thence along the boundary line of said parcel of land for the next (3) courses:

(1) South 89°33'34" East a distance of 66.46 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623) being a point of non-tangency of a 1326.83 foot radius curve whose center bears South 65°21'36" East;

(2) Following said curve in a clockwise direction through a central angle of 53°38'22" with an arc length of 1242.16 feet (the chord of said curve bears North 51°27'35" East a distance of 1197.29 feet) to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623)

(3) North 00°17'50" East a distance of 34.37 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623) being a point on the South line of a parcel of land described in Deed Inst. No. 130646;

Thence South 89°35'17" East, along the South boundary line of said parcel of land, a distance of 853.86 feet to the Southeast corner of said parcel of land, being marked by a ½ inch rebar with orange plastic cap stamped (SLS LS 13023);

Thence North 00°24'43" East, along the East boundary line of said parcel of land a distance of 40.00 feet to a point on the North 1/16 line of said section 6, being marked by a ½ inch rebar with orange plastic cap stamped (SLS LS 13023);

Thence South 89°35'17" East, along the North 1/16 line of said Section 6, a distance of 659.90 feet to the North 1/16 corner on the meridional centerline of said Section 6, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°09'39" East, along the meridional centerline of said Section 6, a distance of 1325.17 feet to the North 1/4 corner of said Section 6, marked by a 3 inch BLM Brass Cap Monument see corner perpetuation Inst. No. 2043064;

Thence North 89°48'14" West, along the North line of said Section 6, a distance of 1319.11 feet to the West 1/16 corner on the North line of said Section 6, marked by a 3 inch BLM Brass Cap Monument;

Thence North 00°16'02" East, along the West 1/16 line of Section 31, Township 7 South, Range 18 East, Boise Meridian, a distance of 2646.05 feet to the West 1/16 corner on the latitudinal centerline of said Section 31, marked by a 1/2 inch iron pin;

Thence South 89°39'06" East, along the latitudinal centerline of said Section 31, a distance of 3960.74 feet to the East 1/4 corner of said Section 31, marked by a 3 inch BLM Brass Cap Monument see corner perpetuation Inst. No. 2105538;

Thence South 89°38'23" East, along the latitudinal centerline of Section 32, a distance of 1322.22 feet to the West 1/16 corner on the latitudinal centerline of said Section 32, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°16'47" East, along the West 1/16 line of said Section 32, a distance of 1323.42 feet to the Northwest 1/16 corner of said Section 32, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°40'01" East, along the North 1/16 line of said Section 32, a distance of 1322.90 feet to the North 1/16 corner on the meridional centerline of said Section 32, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010)

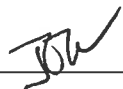
Thence South 00°18'34" West, along the meridional centerline of said Section 32, a distance of 1324.05 feet to the center 1/4 corner of said Section 32, marked by 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°38'23" East, along the latitudinal centerline of said Section 32, a distance of 2641.90 feet to the East 1/4 corner of said Section 32, marked by a 3 inch BLM Brass Cap Monument, see corner Perpetuation Inst. No. 2105540;

Thence South 00°15'04" West, along the East line of said Section 32, a distance of 1321.62 feet to the South 1/16 corner on the East line of said Section 32, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°41'28" East, along the South 1/16 line of Section 33, a distance of 2645.42 feet to the South 1/16 corner on the meridional centerline of said Section 33, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°13'39" East, along the meridional centerline of said Section 33, a distance of 1321.71 feet to the center 1/4 corner of said Section 33, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);



Thence South 89°41'36" East, along the latitudinal centerline of said Section 33, a distance of 2643.76 feet to the East 1/4 corner of said Section 33, marked by a 3 inch BLM brass cap monument, see corner perpetuation Inst. No. 312032;

Thence South 00°15'04" West, along the East line of said Section 33, a distance of 2645.15 feet to the Southeast corner of said Section 33, marked by a 2.5 inch pipe with BLM Brass Cap Broke off, see corner perpetuation Inst. No. 312033;

Thence North 89°39'21" West, along the South line of said Section 33, a distance of 2642.68 feet to the South 1/4 corner of said Section 33, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010), see corner perpetuation Inst. No. 2105545;

Thence South 00°07'28" West, along the meridional centerline of Section 4, Township 8 South, Range 18 East, Boise Meridian, a distance of 1328.66 feet to the North 1/16 corner on the meridional centerline of said Section 4, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°32'27" West, along the North 1/16 line of said Section 4, a distance of 2643.42 feet to the North 1/16 corner on the West line of said Section 4, marked by a 5/8 inch rebar with a 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°43'16" West, along the North 1/16 line of Section 5, a distance of 1322.86 feet to the Northeast 1/16 corner of said Section 5, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°02'17" East, along the East 1/16 line of said Section 5, a distance of 1323.34 feet to the East 1/16 corner on the North line of said Section 5, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°39'20" West, along the North line of said Section 5, a distance of 1322.29 feet to the North 1/4 corner of said Section 5, marked by a 5/8 inch rebar with yellow plastic cap stamped (Pearson LS 3623) see corner perpetuation Inst. No. 2037692;

Thence South 00°03'47" West, along the meridional centerline of said Section 5, a distance of 2644.45 feet to the center 1/4 corner of said Section 5, marked by a 5/8 inch rebar (No Cap);

Thence North 89°41'14" West, along the latitudinal centerline of said Section 5, a distance of 506.10 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623);

Thence South 33°16'51" West a distance of 131.88 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623);

Thence South 67°13'41" West a distance of 491.12 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623);

Thence South 30°36'45" West a distance of 354.56 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623);

Thence South 38°45'39" West a distance of 179.60 feet to a found ½ inch rebar with yellow plastic cap stamped (Pearson LS 3623), being a point on the West 1/16 line of said Section 5;

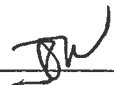
Thence South 00°06'34" West, along the West 1/16 line of said Section 5, a distance of 123.09 feet to a point on the centerline of the North Side Canal Co. LTD.;

Thence along the centerline of said North Side Canal Co. LTD. for the next (18) courses;

- (1) South 35°15'56" East a distance of 114.46 feet to a point of tangency of a 200.00 foot radius curve whose center bears North 54°44'04" East;
- (2) Following said curve in a counterclockwise direction through a central angle of 76°53'37" with an arc length of 268.41 feet (the chord of said curve bears South 73°42'44" East a distance of 248.71 feet);
- (3) North 67°50'28" East a distance of 44.50 feet to a point of tangency of a 75.00 foot radius curve whose center bears South 22°09'32" East;
- (4) Following said curve in a clockwise direction through a central angle of 37°56'26" with an arc length of 49.66 feet (the chord of said curve bears North 86°48'41" East a distance of 48.76 feet);
- (5) South 74°13'07" East a distance of 198.17 feet;
- (6) South 79°58'43" East a distance of 172.20 feet to a point of tangency of a 250.00 foot radius curve whose center bears South 10°01'17" West;
- (7) Following said curve in a clockwise direction through a central angle of 25°26'43" with an Arc Length of 111.03 feet (the chord of said curve bears South 67°15'22" East a distance of 110.12 feet);
- (8) South 54°32'00" East a distance of 633.83 feet to a point of tangency of a 250.00 foot radius curve whose center bears South 35°28'00" West;
- (9) Following said curve in a clockwise direction through a central angle of 26°19'12" with an arc length of 114.84 feet (the chord of said curve bears South 41°22'24" East a distance of 113.83 feet);
- (10) South 28°12'48" East a distance of 372.22 feet to a point of tangency of a 700.00 foot radius curve whose center bears North 61°47'12" East;
- (11) Following said curve in a counter-clockwise direction through a central angle of 11°56'53" with an arc length of 145.97 feet (the chord of said curve bears South 34°11'15" East a distance of 145.71 feet);
- (12) South 40°09'41" East a distance of 443.84 feet to a point of tangency of a 500.00 foot radius curve whose center bears South 49°50'19" West;
- (13) Following said curve in a clockwise direction through a central angle of 37°29'43" with an arc length of 327.21 feet (the chord of said curve bears South 21°24'49" East a distance of 321.40 feet);
- (14) South 02°39'58" East a distance of 96.11 feet;
- (15) South 10°34'19" West a distance of 680.30 feet;
- (16) South 26°31'45" West a distance of 183.03 feet;
- (17) South 02°35'45" East a distance of 143.72 feet;
- (18) South 34°47'01" East a distance of 56.70 feet;

Thence North 89°53'16" West a distance of 563.72 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence North 66°39'26" West a distance of 186.36 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);



Thence North 86°33'43" West a distance of 213.18 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence South 06°57'49" West a distance of 119.62 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence South 14°49'25" West a distance of 147.22 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence South 89°40'39" East a distance of 321.97 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023), being a point of tangency of a 75.00 foot radius curve whose center bears South 00°19'21" West;

Thence following said curve in a clockwise direction through a central angle of 42°07'19" with an arc length of 55.14 feet (the chord of said curve bears South 68°36'59" East a distance of 53.90 feet);

Thence North 89°01'30" East a distance of 215.50 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence North 00°58'30" West a distance of 47.72 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence South 89°53'16" East a distance of 253.42 feet to a point on the centerline of a canal lateral;

Thence following said canal lateral centerline for the next (7) courses;

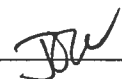
- (1) South 34°59'20" East a distance of 97.06 feet;
- (2) South 43°45'55" East a distance of 43.12 feet;
- (3) South 58°04'01" East a distance of 29.18 feet;
- (4) South 65°46'53" East a distance of 176.54 feet;
- (5) South 59°12'45" East a distance of 52.75 feet;
- (6) South 42°03'42" East a distance of 48.42 feet;
- (7) South 35°27'35" East a distance of 34.23 feet;

Thence South 27°20'02" East a distance of 292.35 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023), being a point on the Northwest corner of a parcel of land described in Deed Inst. No. 2090400;

Thence South 00°12'26" West, along the West boundary line of said parcel of land, a distance of 800.00 feet, to a ½ inch rebar with orange cap stamped (SLS LS 13023) being a point on the latitudinal centerline of Section 8;

Thence North 89°37'34" West, along the latitudinal centerline of said Section 8, a distance of 975.62 feet to the center 1/4 corner of said Section 8, marked by a 5/8 inch rebar plastic cap not legible;

Thence North 00°13'27" East, along the meridional centerline of said Section 8, a distance of 739.53 feet to a found ½ inch rebar with yellow plastic cap stamped (HLE LS 4563);



Thence North 89°31'09" West a distance of 719.52 feet to a found ½ inch rebar with yellow plastic cap stamped (HLE LS 4563);

Thence North 89°36'44" West a distance of 606.40 feet to a found ½ inch rebar with yellow plastic cap stamped (HLE LS 4563), being a point on the West 1/16 line of said Section 8;

Thence South 00°15'06" West, along the West 1/16 line of said Section 8 a distance of 164.41 feet to a point on the centerline of Red Bridge Road, marked by a PK-Nail;

Thence following the centerline of Red Bridge Farm Road for the next (5) courses;

- (1) North 78°07'04" West a distance of 108.41 feet to a PK-Nail;
- (2) North 75°58'06" West 49.88 feet to a PK-Nail;
- (3) North 74°05'15" West a distance of 73.56 feet to a PK-Nail;
- (4) North 73°17'52" West a distance of 101.37 feet to a PK-Nail;
- (5) North 72°00'45" West a distance of 513.04 feet to a PK-Nail;

Thence South 00°08'13" West a distance of 26.14 feet to a point on the Southerly right of way line of Red Bridge Road, marked by a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence North 72°01'09" West, along the said Southerly right of way line of Red Bridge Road, a distance of 539.76 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023), being a point on the West line of said Section 8;

Thence North 00°15'56" East, along the West line of said Section 8, a distance of 370.36 feet to the North 1/16 corner on the West line of said Section 8, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°35'02" West, along the North 1/16 line of Section 7, a distance of 1319.00 feet to the Northeast 1/16 corner of said Section 7, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°09'21" East, along the East 1/16 line of said Section 7, a distance of 1319.14 feet to the East 1/16 corner on the North line of said Section 7, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°09'30" East, along the East 1/16 line of Section 6, a distance of 1319.13 feet to the Southeast 1/16 corner of said Section 6, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°36'57" West, along the South 1/16 line of said Section 6, a distance of 1321.49 feet to the South 1/16 corner on the meridional centerline of said Section 6, marked by a 5/8 inch rebar with 2 inch Aluminum cap stamped (SLS LS 13023 2010);

Thence South 00°09'39" West, along the meridional centerline of said Section 6, a distance of 1319.63 feet to the South ¼ corner of said Section 6, marked by a 5/8 inch rebar with orange plastic cap stamped (Nowak LS 8077) see corner perpetuation Inst. No. 2004346;

Thence North 89°37'59" West, along the South line of said Section 6, a distance of 2522.10 feet, to the POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land located in the Southwest ¼ of Section 5 and the Southeast ¼ of Section 6, Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho, being a portion of land described in Quitclaim Deed Inst. No. 2086830, described as follows:

Commencing at the Southwest corner of Section 5, Township 8 South, Range 18 East, Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped nowak LS 8077, see corner perpetuation Inst. No. 2004343;

Thence North 00°09'21" East, along the West line of said Section 5, (basis of bearing per central meridian of central zone of Idaho State plane coordinate system), a distance of 1272.63 feet;

Thence North 89°50'39" West a distance of 4.29 feet, to a point of non-tangency of a 50.00 foot radius curve whose center bears South 49°01'54" West, being a point in the centerline of a county road, also being the POINT OF BEGINNING;

Thence following said curve in a counter clockwise direction, along said county road centerline, through a central angle of 48°26'09" with an arc length of 42.27 feet, (the chord of said curve bears North 65°11'11" West a distance of 41.02 feet);

Thence North 89°24'15" West, along said county road centerline, a distance of 332.71 feet;

Thence North 01°18'40" East a distance of 291.27 feet to a point on the centerline of a canal lateral;

Thence North 66°36'45" East, along said centerline of canal lateral, a distance of 227.67 feet to a point of tangency of a 175.00 foot radius curve whose center bears South 23°23'15" East;

Thence following said curve in a clockwise direction, along said centerline of canal lateral, through a central angle of 37°15'45" with an arc length of 113.81 feet, (the chord of said curve bears North 85°14'38" East a distance of 111.82 feet);

Thence South 00°53'03" West a distance of 62.73 feet;

Thence South 70°35'58" East a distance of 140.18 feet;

Thence South 78°32'23" East a distance of 173.70 feet;

Thence South 22°19'16" West a distance of 173.38 feet;

Thence South 60°53'38" West a distance of 220.64 feet, to the POINT OF BEGINNING.

SUBJECT TO a county road right of way along the West side, being North 600 East.

SUBJECT TO a right of way for a county roads running East-West and North-South through the above described property, being Red Bridge Road, East 200 North, Hall Road, East 300 North and Sugar Loaf Road.

SUBJECT TO a right of way for an irrigation lateral as now constructed.

SUBJECT TO the following access Easement for ingress and egress all being 35 feet wide.

A 35 foot wide Easement for ingress and egress, the sidelines of said Easement being 17.5 feet each side of the following described centerline:

Commencing at the West $\frac{1}{4}$ corner of Section 8, Township 8 South, Range 18 East, Boise Meridian, marked by a $\frac{5}{8}$ inch rebar with plastic cap stamped PLS 908, see corner perpetuation Inst. No. 2082683;

Thence South $89^{\circ}37'34''$ East, along the latitudinal centerline of said Section 8, (basis of bearing per central meridian of central zone of Idaho State Plane coordinate system), a distance of 2651.92 feet to the center $\frac{1}{4}$ corner of said Section 8 marked with a $\frac{5}{8}$ inch rebar with plastic cap;

Thence North $00^{\circ}13'27''$ East, along the meridional centerline of said Section 8, a distance of 1291.82 feet;

Thence South $89^{\circ}46'33''$ East a distance of 2.27 feet, to a point on a county road centerline, being the POINT OF BEGINNING;

Thence North $18^{\circ}28'18''$ East a distance of 51.59 feet to a point of tangency of a 50.00 foot radius curve whose center bears South $71^{\circ}31'42''$ East;

Thence following said curve in a clockwise direction through a central angle of $75^{\circ}03'39''$ with an arc length of 65.50 feet (the chord of said curve bears North $56^{\circ}00'08''$ East a distance of 60.92 feet);

Thence South $86^{\circ}28'03''$ East a distance of 220.52 feet;

Thence North $69^{\circ}06'51''$ East a distance of 188.04 feet;

Thence North $10^{\circ}58'32''$ East a distance of 59.74 feet to the POINT OF TERMINUS.

The Sidelines of said Easements will lengthen or shorten to the boundary line of said parcel of land.

PARCEL NO. 2:

A parcel of land located in Sections 27, 34 and 35 of Township 7 South, Range 18 East of the Boise Meridian, and Sections 2 and 3 of Township 8 South, Range 18 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Beginning the Southwest corner of Section 27, Township 7 South, Range 18 East, Boise Meridian, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010), see corner perpetuation Inst. No. 2105532;

Thence South 89°41'32" East along the South line of said Section 27, (Basis of Bearing per central meridian of central zone of Idaho State Plane Coordinate System), a distance of 1321.41 feet to the West 1/16 corner on the South line of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°14'10" East, along the West 1/16 line of said Section 27, a distance of 2644.86 feet to the West 1/16 corner on the latitudinal centerline of said Section 27, marked by a 5/8 inch rebar with a 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°14'41" East, along the West 1/16 line of said Section 27, a distance of 2643.86 feet to the West 1/16 corner on the North line of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°39'26" East, along the North line of said Section 27, a distance of 1322.16 feet to the North 1/4 corner of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010), see corner perpetuation Inst. No. 2105541;

Thence South 89°41'28" East, along the North line of said Section 27, a distance of 1321.17 feet to the East 1/16 corner on the North line of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 00°14'21" West, along the East 1/16 line of said Section 27, a distance of 2643.01 feet to the East 1/16 corner on the latitudinal centerline of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 00°14'09" West, along the East 1/16 line of said Section 27, a distance of 2645.90 feet to the East 1/16 corner on the South line of said Section 27, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°38'52" East, along the South line of said Section 27, a distance of 1322.20 feet to the Southeast corner of said Section 27, marked by a 3 inch BLM Brass cap monument, see corner perpetuation Inst. No. 2105535;

Thence South 89°45'08" East, along the North line of Section 35, a distance of 1321.29 feet to the West 1/16 corner on the North line of said Section 35, marked by a 3 inch BLM Brass cap monument;

Thence South 00°13'38" West, along the West 1/16 line of said Section 35, a distance of 2642.28 feet to the West 1/16 corner on the latitudinal centerline of said Section 35, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 00°11'52" West, along the West 1/16 line of said Section 35, a distance of 2641.71 feet to the West 1/16 corner on the South line of said Section 35, marked by a 3 inch BLM brass cap monument;

Thence South 00°07'53" West, along the West 1/16 line of Section 2, Township 8 South, Range 18 East, Boise Meridian, a distance of 2653.86 feet to the West 1/16 corner on the latitudinal centerline of said Section 2, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°34'30" West, along the latitudinal centerline of said Section 2, a distance of 1318.98 feet to the West 1/4 corner of said Section 2, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010) see corner perpetuation Inst. No. 2105531;

Thence North 89°44'26" West, along the latitudinal centerline of Section 3, a distance of 2647.05 feet to the center 1/4 corner of said Section 3, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°44'26" West, along the latitudinal centerline of said Section 3, a distance of 1324.80 feet to the West 1/16 corner on the latitudinal centerline of said Section 3, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 00°09'33" East, along the West 1/16 line of said Section 3, a distance of 2654.31 feet to the West 1/16 corner on the North line of said Section 3, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence South 89°39'24" East, along the North line of said Section 3, a distance of 1322.21 feet to the North 1/4 corner of said Section 3, marked by a ½ inch rebar set inside of a 2.5 inch diam. pipe, see corner perpetuation Inst. No. 312034;

Thence North 00°13'49" East, along the meridional centerline of Section 34, Township 7 South, Range 18 East, Boise Meridian, a distance of 2644.53 feet to the center 1/4 corner of said Section 34, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

Thence North 89°38'36" West, along the latitudinal centerline of said Section 34, a distance of 1963.19 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023);

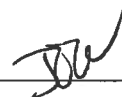
Thence North 00°21'24" East a distance of 147.90 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023), being a point of Non-Tangency of a 1330.00 foot radius curve whose center bears North 28°43'49" East;

Thence following said curve in a clockwise direction through a central angle of 52°52'16" with an arc length of 1227.29 feet (the chord of said curve bears North 34°50'03" West a distance of 1184.21 feet), to a ½ inch rebar with orange cap stamped (SLS LS 13023), said point being on the West line of said Section 34;

Thence North 00°14'38" East, along the West line of said Section 34, a distance of 1523.20 feet to THE POINT OF BEGINNING.

SUBJECT TO a right of way for a county road running East-West through the above described property, being East 300 North.

PARCEL NO. 3:



A parcel of land located in the South ½ of Section 4, of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho described as follows:

Beginning at the Southeast corner of Section 4, Township 8 South, Range 18 East, Boise Meridian, marked by a 3 inch BLM brass cap monument, see corner perpetuation Inst. No. 2105536;

Thence North 89°28'06" West, along the South line of said Section 4, (Basis of Bearing per central meridian of Central Zone of Idaho State Plane Coordinate System), a distance of 2635.88 feet to the South 1/4 corner of said Section 4, marked by a 3 inch BLM brass cap monument see corner perpetuation Inst. No. 2071499;

Thence North 89°29'34" West, along the South line of said Section 4, a distance of 1317.48 feet to the West 1/16 corner on the South line of said Section 4, marked by a ½ inch rebar with yellow plastic cap stamped (HWE LS 5617);

Thence North 00°03'38" East a distance of 359.92 feet to a ½ inch rebar with orange cap stamped (SLS LS 13023), being a point of Non-Tangency of a 1300.00 foot radius curve whose center bears North 42°31'44" East;

Thence following said curve in a clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet (the chord of said curve bears North 05°18'08" East a distance of 2070.25 feet), marked by a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence North 00°03'38" East a distance of 219.77 feet to a point on the latitudinal centerline of said Section 4, marked by a ½ inch rebar with orange cap stamped (SLS LS 13023);

Thence South 89°31'42" East, along the latitudinal centerline of said Section 4, a distance of 1131.28 feet to the center 1/4 corner of said Section 4, marked by a 5/8 inch rebar with 2 inch aluminum cap stamped (SLS LS 13023 2010);

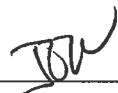
Thence South 89°31'42" East, along the latitudinal centerline of said Section 4, a distance of 2638.50 feet to the East 1/4 corner of said Section 4, marked by a 3 inch BLM brass cap monument, see corner perpetuation Inst. No. 2105528;

Thence South 00°10'54" West, along the East line of said Section 4, a distance of 2646.17 feet to THE POINT OF BEGINNING.

SUBJECT TO the (3) following access easements for ingress and egress all being 35 feet wide across the following described parcel of land.

A parcel of land located in the Southwest ¼ of Section 4, Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho, being a portion of land described in Quitclaim Deed Inst. No. 2086830, described as follows:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East, Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;



Thence South 89°29'34" East, along the South line of said Section 4, (Basis of Bearing per central meridian of Central Zone of Idaho State Plane Coordinate System), a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4, being THE POINT OF BEGINNING;

Thence North 00°01'43" East, along the 1/64 line, a distance of 2642.24 feet, to the center West-

West 1/64;

Thence South 89°31'42" East, along the latitudinal centerline of said Section 4, a distance of 849.35 feet;

Thence South 00°03'38" West a distance of 219.77 feet, to a point of Non-Tangency of a 1300.00 foot radius curve whose center bears South 31°55'27" East;

Thence following said curve in a counter clockwise direction through a central angle of 105°32'49" with an arc length of 2394.79 feet, (the chord of said curve bears South 05°18'08" West a distance of 2070.25 feet);

Thence South 00°03'38" West a distance of 359.92 feet to the West 1/16 corner on the South line of said Section 4;

Thence North 89°29'34" West, along the South line of said Section 4, a distance of 658.74 feet, to THE POINT OF BEGINNING.

- (1) The North 35 feet of said parcel of land being parallel to the latitudinal centerline of said Section 4, Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho
- (2) The South 35 feet of said parcel of land being parallel to the South line of said Section 4, Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho
- (3) A 35 foot wide easement for ingress and egress, the sidelines of said easement being 17.5 feet each side of the following described centerline:

Commencing at the Southwest corner of Section 4, Township 8 South, Range 18 East, Boise Meridian, marked by a ½ inch rebar with no cap as described in corner perpetuation Inst. No.'s 2071497 and 2037699;

Thence South 89°29'34" East, along the South line of said Section 4, (Basis of Bearing per central meridian of Central Zone of Idaho State Plane Coordinate System), a distance of 658.74 feet to the West-West 1/64 corner on the South line of said Section 4;

Thence North 00°01'43" East, along the 1/64 line, a distance of 1540.29 feet, being THE POINT OF BEGINNING;

Thence South 73°02'17" East a distance of 257.32 feet to THE POINT OF TERMINUS.

The sidelines of said Easements will lengthen or shorten to the East and West boundary line of said parcel of land.

Exhibit "B"

Personal Property

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

A handwritten signature in black ink, appearing to be 'JW', written over a horizontal line.