

RECEIVED

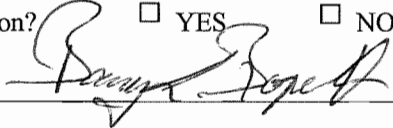
FEB 02 2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.1. Water Right No(s).: See Attached Exhibit A

Adjudication Claim No(s).: _____

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

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

Metropolitan Life Insurance Company10801 Mastin Blvd., Suite 930Overland Park, KS 662104. Name of Water Right Owner/Claimant(s) Standlee Family Limited Partnership5. Expiration Date of Notification Period 12/01/20316. Is this a Renewal of Request for Notification? ☒ YES ☐ NO7. Signature(s) of Security Interest holder(s) 
(and title if applicable)Barry L. Bogseth, Director**For Office Use Only**

Received by <u>WJ</u>	Date <u>2/2/2012</u>	Fee <u>\$1550.00</u>
Received by <u>✓</u>	Date <u>✓</u>	Receipt No. <u>2094629</u>
Processed by _____	AJ Date _____	WR _____ Date _____

SUPPORT DATA

IN FILE # 34-2272A

EXHIBIT A

Water Rights

Current Owner	Water Right	Water Source	Priority Date	Decree Date
Standlee Family Limited Partnership	36-7093	Waste Water	11/17/1969	8/27/2001
	36-7065	Waste Water	6/11/1969	8/27/2001
	36-7141	Waste Water	11/2/1970	8/27/2001
	36-7144	Waste Water	11/18/1970	8/27/2001
	36-16527	Ground Water	4/1/1955	8/27/2001
	36-16500	Ground Water	4/1/1984	8/27/2001
	36-2243	Ground Water	2/2/1954	8/27/2001
	36-15119	Ground Water	3/1/1975	8/27/2001
	36-2303	Ground Water	6/11/1956	8/27/2001
	36-15178	Ground Water	3/1/1975	8/27/2001
	51-7172A 7127A	Ground Water	11/20/1969	4/2/2001
	51-13029	Ground Water	11/16/1962	12/1/2000
	51-13030	Ground Water	11/16/1962	12/1/2000
	51-13031	Ground Water	3/22/1958	12/1/2000
	51-13032	Ground Water	3/22/1968	12/1/2000
	51-13033	Ground Water	11/16/1962	12/1/2000
	51-13034	Ground Water	11/16/1962	12/1/2000
	51-13008	Ground Water	7/24/1968	9/28/2007
	51-13007	Ground Water	5/22/1968	9/29/2007
	51-02258	Ground Water	9/23/1963	4/26/2001
	51-02259	Ground Water	7/25/1963	4/26/2001
	51-13035	Ground Water	11/21/1960	9/28/2007
	51-13037	Ground Water	10/25/1951	9/28/2007
	51-7018A 7108A	Ground Water	7/15/1969	4/26/2001
	51-13011	Ground Water	12/17/1957	9/28/2007
	51-13005	Ground Water	12/17/1957	9/28/2007
	51-13006	Ground Water	11/21/1960	9/28/2007
	51-13014	Ground Water	11/21/1960	9/28/2007
	51-2445	Ground Water	11/4/1963	4/26/2001
	51-2444	Ground Water	10/10/1963	4/26/2001
	51-13009	Ground Water	11/21/1960	9/28/2007
	51-7108B	Ground Water	7/15/1969	12/1/2001

Ownership of the following rights is in Standlee Family Limited Partnership (or one or more of Trustor/Debtor) as successor to Natural Guardian LP:

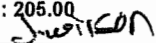
WATER RIGHT	WATER SOURCE	PRIORITY DATE	DECREE DATE
34-7039	Ground Water	6/25/1973	12/14/2001
34-2315	Ground Water	1/7/1955	11/24/2000
34-2358A	Ground Water	2/1/1961	11/24/2000
34-2417A	Ground Water	5/1/1983	11/24/2000
34-2419A	Ground Water	5/1/1984	11/24/2000

WATER RIGHT	WATER SOURCE	PRIORITY DATE	DECREE DATE
34-2429B	Ground Water	6/22/1961	11/24/2000
34-2472A	Ground Water	12/29/1965	11/24/2000
34-12419	Ground Water	5/1/1980	5/9/2001
34-10036	Big Lost River	5/20/1884	6/27/2002
34-2272A	Waste Water	4/1/1981	5/22/2001
34-2308A	Waste Water	4/1/1981	5/22/2001
34-7154	Ground Water	1/16/1976	11/24/2000
34-7122B	Ground Water	1/16/1976	4/13/2001
34-7059C	Ground Water	1/15/1974	5/22/2001
34-14182	Big Lost River	3/27/1899	5/22/2001
34-14184	Big Lost River	5/20/1884	5/22/2001
34-14186	Ground Water	5/29/1961	11/24/2000
34-14188	Ground Water	4/20/1961	3/19/2001
34-14174	Big Lost River	5/20/1884	12/14/2001
34-14176	Big Lost River	6/01/1883	12/14/2001
34-14178	Big Lost River	3/27/1899	12/14/2001
34-14180	Ground Water	4/20/1961	12/14/2001
34-7136	Ground Water	3/26/1976	6/25/2002
34-7169	Ground Water	1/6/1977	6/25/2002
34-7080A	Ground Water	9/23/1974	6/25/2002
34-10781	Ground Water	7/23/1976	11/15/1996
34-10782	Ground Water	4/1/1934	11/15/1996
34-10820	Ground Water	10/1/1979	11/15/1996
34-10821	Ground Water	11/1/1962	11/15/1996
34-7430	Big Lost River	4/8/1983	11/30/1999

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director
Loan No. 195112

Instrument # 2115341

JEROME COUNTY, JEROME, IDAHO
11-16-2011 02:03:15 No. of Pages: 66
Recorded for : LAND TITLE AND ESCROW
MICHELLE EMERSON Fee: 205.00
Ex-Officio Recorder Deputy 

J-40333

(Space above reserved for Recorder's use)

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

**(This Mortgage is executed in four (4) original counterparts for concurrent recording in Butte,
Twin Falls, Jerome and Owyhee Counties, Idaho)**

DATED: October 27, 2011

FROM: STANDLEE HAY COMPANY, INC. MORTGAGOR
STANDLEE AG RESOURCES
STANDLEE FAMILY LIMITED PARTNERSHIP
MICHAEL GENE STANDLEE aka MIKE STANDLEE
WHENDY LEE STANDLEE
826 S 1700 East
Eden, Idaho 83325

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

Each Mortgagor is the owner or lessee of a portion of the real property in Twin Falls, Jerome, Butte and Owyhee Counties, Idaho described on the attached Exhibit A.

Mortgagee has loaned or agreed to loan to Mortgagor the original aggregate principal amount of TWENTY SIX MILLION SIX HUNDRED THOUSAND AND NO/100 Dollars (\$26,600,000.00) on certain terms and conditions (the "Loan"). Such amount will be repayable with interest according to the terms of a promissory note in the amount of Twenty Six Million Six Hundred Thousand and NO/100 Dollars, each given to evidence such indebtedness, dated the same as this Mortgage, under which the final payments of principal and interest will each be due on December 1, 2031. Such promissory note, and any note or notes given in renewal, modification, substitution or addition thereto as originally issued, are

70935875.2 0053564-00044

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director
Loan No. 195112

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - JERO
01:36:27 PM 11-16-2011
2011021411
NO. PAGES 66 FEE: \$205.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

J-40333

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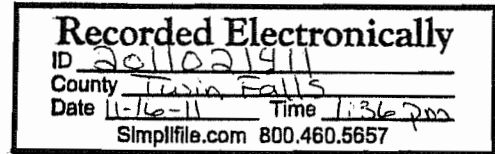
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Attn: Director
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WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director
Loan No. 195112

Instrument # 276034
MURPHY, OWYHEE, IDAHO
2011-11-16 04:02:00 No. of Pages: 66
Recorded for: LAND TITLE AND ESCROW - JEROME
CHARLOTTE SHERBURN Fee: \$205.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE/FIXTURE FILING
Electronically Recorded by Simplifile

J-40333

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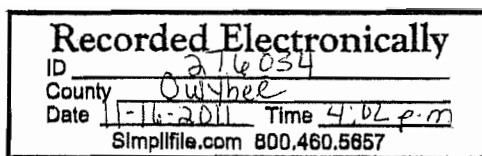
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276034

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Attn: Director
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J-40333

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

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Metropolitan Life Insurance Company
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attn: Director
Loan No. 195112

NO. 049073
RECORDED
NOV 16 2011
A.M. 4:35 P.M.
BUTTE COUNTY RECORDER
[Signature]

J-40333

(Space above reserved for Recorder's use)

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collectively referred to herein as the "Note." The Note provides that the interest rate and payment terms may be adjusted. The loan is subject to those terms and conditions contained in a Loan Agreement of even date hereof between Mortgagor, as borrower, and Mortgagee, as lender (the "Agreement").

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal, interest and any prepayment premium or other amounts payable under the Note, (b) any future amounts that Mortgagee may in its discretion loan to Mortgagor, with interest thereon, (c) any amounts expended or advanced by Mortgagee to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor, or to cure defaults hereunder, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the Agreement or any other documents evidencing or securing the Loan (the "Loan Documents"), to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

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

- A. The real property in Butte, Jerome, Twin Falls and Owyhee Counties, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Real Property");
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, processing facilities, storage facilities, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) tanks, rail lines, switchyards, loading docks, grain bins, storage bins, metal sheds and buildings, wells, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall-to-wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;
- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on, relating to or appurtenant to the Real Property or under or above the same or any part or parcel thereof, or used by Mortgagor in connection therewith and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way

belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

- D. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases, licenses, options or tenancies, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Mortgagee and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (the "Income"); reserving only the right to Mortgagor to collect the same as long as no default or event of default as defined in Section 11 below shall have occurred;
- E. All licenses, certificates of occupancy, options, contracts, management contracts or agreements, warehouse and similar operating or servicing agreements to the extent the same relate to the Improvements, and all purchase options or rights of first refusal to purchase the Real Property and any greater title obtained in connection therewith, and all guaranties, warranties, franchise agreements, permits, authorities or certificates, required or relating to the ownership, use, operation or maintenance of the Real Property and/or Improvements, and all rents, issues, profits, sale proceeds, deposits, reimbursements, extension, assignment and termination fees, non-renewal fees, interest, late fees, insurance proceeds, condemnation awards, escrowed funds and damages derived from the Real Property or Improvements or any leases thereof that are owed or become owed to Mortgagor thereunder;
- F. All apparatus, fixtures, affixed equipment, furniture, furnishings, appliances, tanks, systems, building materials, and articles of tangible and intangible personal property related to or used in the operation of the hay processing, shipping and storage facilities on the Real Property including, without limitation, all computers and all hardware and software therefore to the extent used or usable in operating and monitoring such facilities excluding distribution, conveyors and packaging lines and machinery, processing, storage and compressing machinery on the Real Property.
- G. All furnishings, fixtures, supplies, affixed equipment and inventory used for the operation of Real Property, or for the irrigation or drainage thereof (but not including rolling stock or implements attached thereto or the equipment and machinery excluded in paragraph F, above), regardless of where located, including without limitation all pumps, motors, pipeline, pivots, filters and drip systems, and all substitutions for, or replacements of, the foregoing, including without limitation all such items that may be removed from the Real Property, and further including the items set forth on Exhibit B attached hereto.

- H. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as the "Water Rights");
- I. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property, including without limitation any cell tower leases relating to the Real Property;
- J. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses; and
- K. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses; provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing;

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

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

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

1. PAYMENT AND PERFORMANCE

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

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

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

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

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

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

2.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interest and to inspect the Property and to inspect any and all financial and other records related to Mortgagee's operations on the Property.

2.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, permits and regulations of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Property is not jeopardized.

2.7 Duty to Protect. Mortgagor shall do all other acts, in addition to those set forth in this Mortgage, that are reasonably necessary to protect and preserve the security based upon the existing character and use of the Property.

2.8 Water Rights. All existing Water Rights benefiting the Property and options to purchase water rights shall be maintained by Mortgagor and applied to beneficial use so as to maintain the validity and priority of such rights. Mortgagor shall fully comply with, and not permit a default to occur under, any water delivery contracts used to provide water to the Real Property, and shall timely exercise all renewal or extension rights in such contracts.

2.9 Compliance with Permits. Mortgagor shall maintain in full force and effect, without breach, all licenses, permits, approvals and agreements as may be necessary to operate the Property in the manner currently operated. None of such permits or agreements shall be cancelled or materially altered absent Mortgagee's prior written consent.

3. TAXES, ASSESSMENTS AND LIENS

3.1 Payment. Mortgagor shall pay when due all taxes and assessments levied against or on account of the Property, and all dues and assessments upon water or ditch rights or shares of stock evidencing any such right, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for the Permitted Encumbrances (defined below) and the lien of taxes and assessments not due, except as otherwise provided in Section 3.2.

3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within 15 days, Mortgagor shall upon demand by Mortgagee deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Mortgagor will defend itself and Mortgagee and will name Mortgagee as an additional obligee under any surety bond, and Mortgagor shall satisfy any final adverse judgment before enforcement against the Property.

3.3 Evidence of Payment. Mortgagor shall promptly furnish evidence of payment of taxes and assessments to Mortgagee promptly upon demand. Mortgagor shall authorize the appropriate county or district official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property, if required by Mortgagee.

3.4 Notice of Construction. Mortgagor shall notify Mortgagee at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials. On Mortgagee's request, Mortgagor will promptly furnish advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

3.5 Farm or Forest Classification. Mortgagor agrees to maintain the farm use or forest lands classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as farm use or forest lands.

4. PROPERTY DAMAGE INSURANCE

4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Mortgagee.

4.2 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within 15 days of the casualty. Proceeds shall be paid directly to the Mortgagee. The proceeds of any insurance on the Property shall be used first to pay the cost of collecting such proceeds, if any, and then to prepay first accrued interest and then principal of Mortgagor's Indebtedness, or, at the election of the Mortgagee, such proceeds may be used to repair or replace the damaged or destroyed improvements in a manner satisfactory to Mortgagee.

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

5. WARRANTIES OF MORTGAGOR

5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions set forth in the title insurance policy issued to Mortgagee at closing (the "Permitted Encumbrances").

5.2 Defense of Title. Subject to the exceptions in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at its expense. If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

5.3 Other Agreements. Mortgagor represents and warrants that the borrowing evidenced by the Note and the execution and delivery of the Note, the Agreement, the other Loan Documents and this Mortgage will not contravene any provision of law or of the articles of organization or operating agreement of the Mortgagor or any other agreement binding upon Mortgagor.

5.4 No Litigation. Mortgagor represents and warrants that there is no litigation pending or, to the best of knowledge of its officers, members or managers, threatened against Mortgagor which will substantially adversely affect the ability of Mortgagor to perform its obligations hereunder, nor will the execution or performance of this Mortgage and the Note violate the terms of any order of any court. If such litigation is filed, Mortgagor agrees to notify Mortgagee promptly by providing Mortgagee with a copy of the summons and complaint.

6. CONDEMNATION

6.1 Application of Net Proceeds. If all or any part of the Property is condemned, Mortgagee may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and Mortgagee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

6.2 Proceedings. If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Mortgagor may be entitled.

7. IMPOSITION OF TAX BY STATE

7.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:

- (a) A specific tax upon mortgage deeds or upon all or any part of the indebtedness secured by a mortgage.
- (b) A specific tax on trustor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
- (c) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a trustor.

7.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, and Mortgagee may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

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

8. TRANSFER BY MORTGAGOR

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

- (a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property;
- (b) Any lease of the Property, or portion thereof, with a term greater than one year or any lease or encumbrance of any of the irrigation equipment located on or used in connection with the Property; and
- (c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy,

receivers or estate administrators or executors, or by or through a bankruptcy court.

8.2 Condition to Consent. As a condition of its consent to any transfer, Mortgagee may in its discretion impose a service charge and may increase the interest rate of the Indebtedness to such rate as Mortgagee may then determine to be its current rate on comparable new agricultural loans in the State of Idaho. Mortgagee may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, Mortgagee may agree to any extension of time for payment or modification of the terms of this Mortgage or the Note or waive any right or remedy under this Mortgage or the Note without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Personal Property and fixtures.

9.2 Security Interest. Mortgagor hereby authorizes the filing of financing statements and agrees to take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the Personal Property and fixtures. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein, and authorizes Mortgagee to file such financing statements as Mortgagee deems appropriate to perfect its security interest in the Personal Property and fixtures. Mortgagee may file copies or reproductions of this Mortgage as a financing statement at any time without further authorization from Mortgagor. Mortgagor will reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the Personal Property and make it available to Mortgagee within three days after receipt of written demand from Mortgagee.

9.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the Counties in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures. The Mortgagor is the record owner of the Property.

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

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

Mailing address of Mortgagor (Debtor):

826 S 1700 East
Eden, Idaho 83325

9.4 Assignment of Leases.

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

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

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

9.4.3 Mortgagor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all

rental to Mortgagee from and after the date of receipt of written demand from Mortgagee to do so.

9.4.4 Although this Mortgage constitutes as absolute, present and current assignment of all Income, as long as no event of default as described in Section 11 on the part of the Mortgagor shall have occurred, Mortgagee shall not demand that such Income be paid directly to Mortgagee, and Mortgagor shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases).

10. RELEASE ON FULL PERFORMANCE

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

11. DEFAULT

The following shall constitute events of default:

- (a) Failure of Mortgagor to pay, or cause to be paid, any portion of the Indebtedness when it is due.
- (b) Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes, assessments, insurance, or any other payment necessary to prevent filing or discharge of any lien.
- (c) Transfer (either voluntarily or by operation of law) as defined in Section 8 above, of any part or interest in the Property without the prior written consent of Mortgagee, except as expressly permitted herein.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Mortgagor; the commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Mortgagor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Mortgagor to the appointment of a receiver, trustee or custodian of Mortgagor or of any of Mortgagor's property; an assignment for the benefit of creditors by Mortgagor; the making or suffering by Mortgagor of a fraudulent transfer under applicable federal or state law; concealment by Mortgagor of any of its property in fraud of creditors; the making or suffering by Mortgagor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Mortgagor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Mortgagor's failure generally to pay its debts as such debts become due. The

events of default in this paragraph shall apply and refer to Mortgagor and to each of the individuals or entities which are collectively referred to as "Mortgagor."

- (e) Failure of Mortgagor to perform any other obligation under this Mortgage or the Agreement within 30 days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed 90 days. No notice of default and no opportunity to cure shall be required if during the prior 12 months Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.
- (f) Any representation or warranty of Mortgagor contained herein or in the Agreement proving to be untrue or misleading in any material respect.
- (g) The occurrence of a default or event of default under any deed of trust, mortgage, security agreement, encumbrance, tax lien or assessment or other security instrument encumbering all or any portion of the Property.

12. RIGHTS AND REMEDIES ON DEFAULT

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

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

Mortgagee may require any tenant or other user to make payments of rent or use fees directly to Mortgagee. If the Income is collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney in fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this paragraph either in person, by agent or through a receiver.

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

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

- (a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling crops, and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Mortgagee's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate; and

- (d) Cancel or terminate any Lease or agreement for any cause for which Mortgagor would be entitled to cancel the same, elect to disaffirm any Lease or agreement subordinate to the lien of this Mortgage and extend or modify any Lease and make any new leases on any portion of the Property.

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

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

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

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

12.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 13.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' fees and title insurance. Any expenses covered by this section shall be a lien on the Property prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be added to the principal amount intended to be secured hereby.

13. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

13.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently

made by Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

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

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

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

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

Exhibit A	Legal Description
Exhibit B	Water Rights

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

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

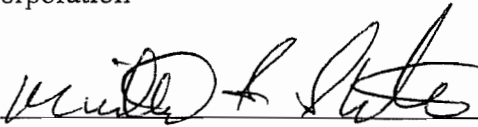
13.17. Effect of Modification. The interest rate, payment terms and/or balance due on the loan may be, *inter alia*, indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected as provided in Idaho Code Section 45-116.

(Signatures continue on next page.)

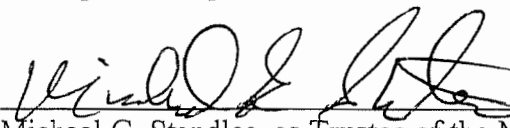
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

MORTGAGOR:

STANDLEE HAY COMPANY, INC., an
Idaho corporation

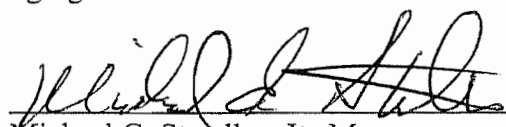
By: 
Michael G. Standlee, President

STANDLEE FAMILY LIMITED PARTNERSHIP, an
Idaho limited partnership

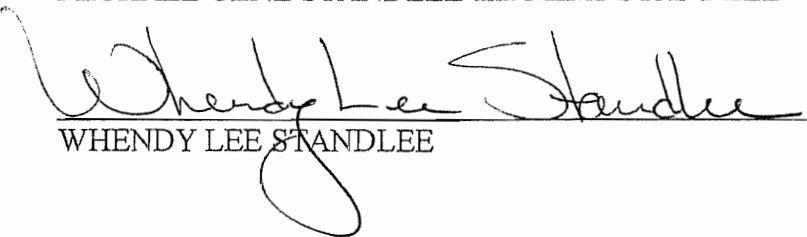
By: 
Michael G. Standlee, as Trustee of the Michael G.
Standlee and Whendy L. Standlee Management
Trust, Its General Partner

STANDLEE AG RESOURCES, an
Idaho general partnership

By: Mike Standlee LLC, an
Idaho limited liability company
Its Managing Partner

By: 
Michael G. Standlee, Its Manager

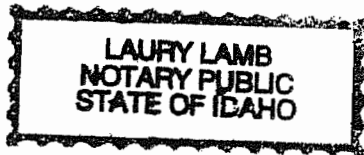

MICHAEL GENE STANDLEE aka MIKE STANDLEE

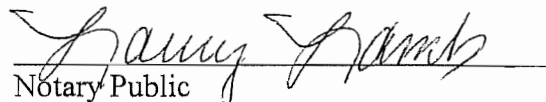

WHENDY LEE STANDLEE

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 15 day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael G. Standlee, known or identified to me to be the President of the Standlee Hay Company, Inc., a corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

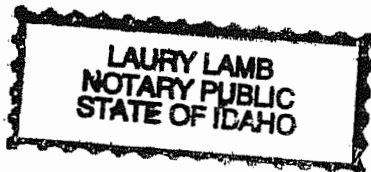


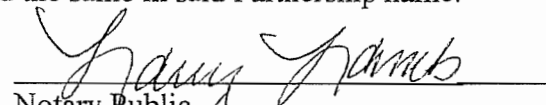


Notary Public
Residing at: Jerome, ID
My Commission expires: 4/2/2016

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 15 day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael G. Standlee, known or identified to me to be the Trustee of the Michael G. Standlee and Whendy L. Standlee Management Trust it General Partner who subscribed said Standlee Family Limited Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

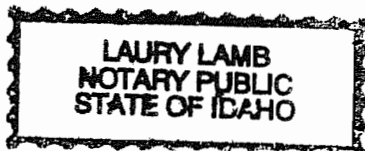


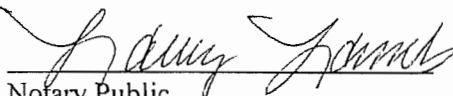


Notary Public
Residing at: Jerome, ID
My Commission expires: 4/2/2016

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 15 day of November, 2011, before me, the undersigned, a Notary Public, personally appeared Michael G. Standlee known or identified to me to be the member of the Mike Standlee, LLC an Idaho limited liability company, as the managing member that executed the foregoing instrument, and acknowledged to me that such Idaho general partnership, Standlee Ag Resources executed the same.

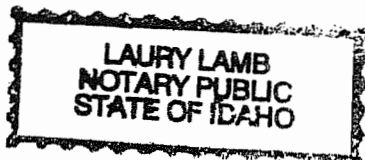


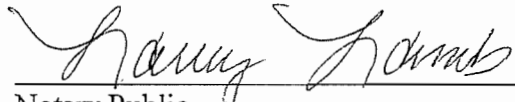


Notary Public
Residing at: Jerome, ID
My Commission Expires: 4/2/2016

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 15 day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Gene Standlee aka Mike Standlee, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

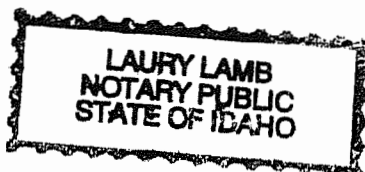


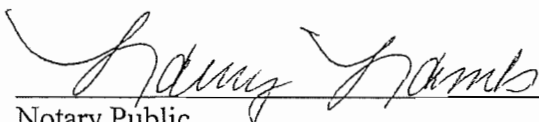


Notary Public
Residing at: Jerome, ID
My Commission expires: 4/2/2016

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 15 day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Whendy Lee Standlee, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.





Notary Public
Residing at: Jerome, ID
My Commission expires: 4/2/2016

**EXHIBIT A
TO
MORTGAGE**

Legal Description

The following real property situated in Butte, Twin Falls, Jerome and Owyhee Counties, Idaho:

JEROME COUNTY

TRACT I

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of the SW¼NW¼ of Section 36 of Township 9 South, Range 19 East Boise Meridian, said corner marked by a 5/8" rebar;
Thence South 00°01'10" West (S 00°10'34" W rec.) along the West section line for a distance of 879.78 feet to a ½" rebar which shall be the POINT OF BEGINNING;
Thence South 89°37'21" East for a distance of 131.60 feet to a ½" rebar;
Thence North 53°00'58" East for a distance of 3142.29 feet to a ½" rebar on the East line of the NW¼;
Thence South 00°01'47" West (S 00°11'02" W rec.) along said line for a distance of 2006.90 feet to a ½" rebar;
Thence North 89°37'21" West (N 89°27'52" W rec.) for a distance of 2640.72 feet to a ½" rebar on the West section line;
Thence North 00°01'10" East (N 00°10'34" E rec.) along said line for a distance of 100.00 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: All that part of the NE¼NW¼ lying North of the Eastern Idaho Rail Road right of way, more particularly described as follows:

Beginning at the North quarter section corner of Section 36 of Township 9 South, Range 19 East Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence South 00°01'47" West (S 00°11'02" W rec.) along the East line of the NE¼NW¼ for a distance of 92.97 feet to a ½" rebar;
Thence South 00°01'47" West (S 00°11'02" W rec.) along the East line of the NE¼NW¼ for a distance of 0.10 feet to the North right of way of the E.I.R.R.;
Thence South 79°17'01" West (S 79°26'30" W rec.) along said right of way for a distance of 1344.08 feet (1344.02' rec.) to a ½" rebar on the West line of the NE¼NW¼;
Thence North 00°01'28" East (N 00°10'48" E rec.) along said line for a distance of 350.60 feet (350.77 rec.) to the Northwest corner of the NE¼NW¼ marked by a 5/8" rebar;
Thence South 89°40'13" East (S 89°31'14" E rec.) along said line for a distance of 1320.56 feet (1320.51' rec.) to the POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: Part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of the SW¼NW¼ of Section 36 of Township 9 South, Range 19 East Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'10" East (N 00°10'34" E rec.) along the West section line for a distance of 609.88 feet (609.95' rec.) to a ½" rebar on the South right of way of the E.I.R.R.;
Thence North 79°17'01" East (N 79°26'30" E rec.) along said right of way for a distance of 2688.09 feet to a ½" rebar on the East line of the NW¼;
Thence South 00°01'47" West (S 00°11'02" W rec.) along said line for a distance of 100.00 feet to a ½" rebar;
Thence South 53°00'58" West for a distance of 3142.29 feet to a ½" rebar;
Thence North 89°37'21" West for a distance of 131.60 feet to a ½" rebar on the West section line;
Thence North 00°01'10" East (N 00°10'34" E rec.) along said line for a distance of 879.79 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a part of the NW¼NW¼ and part of the SW¼NW¼ in Section 36 of Township 9 South, Range 19 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Beginning at the NW corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36 of Township 9 South, Range 19 East, Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 290.95 feet;
Thence North 89°44'08" East for a distance of 25.00 feet to a ½" rebar;
Thence North 89°44'08" East for a distance of 370.38 feet to a ½" rebar;
Thence South 00°31'42" East for a distance of 226.13 feet to a ½" rebar;
Thence North 89°39'24" East for a distance of 394.02 feet to a ½" rebar;
Thence South 00°01'15" West for a distance of 346.03 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 766.55 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 25.00 feet to the West line of Section 36;
Thence North 00°01'10" East along the West line of Section 36 for a distance of 279.42 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

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

Section 32: That part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, said corner marked by a 5/8" rebar which shall be THE TRUE POINT OF BEGINNING;
Thence South 0°11'03" East along the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for 119.50 feet to a ½" rebar, said rebar being 8.50 feet Northerly from the centerline of Track No. 3 of the Northside Branch of the Union Pacific Railroad Company, as now constructed and operated;
Thence South 88°13'45" West parallel and/or concentric with and 8.50 feet Northerly from the centerline of Track No. 3 for 660.42 feet to the intersection of the North right of way of the main track of the Union Pacific Railroad Company, said right of way being 50.00 feet Northerly and perpendicular to said track;
Thence on a non tangent curve to the right along said right of way for 666.34 feet to a point on the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, said curve having a central angle of 6°46'54" and a radius of 5629.65 feet with a long chord bearing of North 80°11'19" West for 665.95 feet;
Thence North 0°25'09" West along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for 18.07 feet to the center quarter section corner of Section 32;
Thence North 89°38'11" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for 1316.09 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 1: S½NW¼; N½SW¼;

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: A part of the NW¼NW¼ and part of the SW¼NW¼, described as follows:

Beginning at the NW corner of the SW¼NW¼ of Section 36 of Township 9 South,
Range 19 East, Boise Meridian, said corner marked by a 5/8" rebar which
shall be the POINT OF BEGINNING;
Thence North 00°01'10" East along the West line of Section 36 for a distance of
290.95 feet;
Thence North 89°44'08" East for a distance of 25.00 feet to a ½" rebar;
Thence North 89°44'08" East for a distance of 370.38 feet to a ½" rebar;
Thence South 00°31'42" East for a distance of 226.13 feet to a ½" rebar;
Thence North 89°39'24" East for a distance of 394.02 feet to a ½" rebar;
Thence South 00°01'15" West for a distance of 346.03 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 766.55 feet to a ½" rebar;
Thence South 89°49'31" West for a distance of 25.00 feet to the West line of Section
36;
Thence North 00°01'10" East along the West line of Section 36 for a distance of
279.42 feet to the POINT OF BEGINNING.

TRACT II

PARCEL NO. 1:

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

Section 9: A portion of the E½, described as follows:

Beginning at a point on the East boundary of said Section 9 that is South 0°00'23"
East, 2829.51 feet from the Section corner common to Section 9, 10, 3 and 4,
Township 10 South, Range 20 East, Boise Meridian;
Thence North 73°14'53" West, 563.45 feet;
Thence North 83°41'53" West, 221.19 feet;
Thence North 57°00'53" West, 241.37 feet;

Exhibit A, Page 4 of 39

Thence South 86°31'07" West, 539.05 feet;
Thence South 64°23'37" West, 342.09 feet;
Thence North 64°46'53" West, 283.44 feet;
Thence North 51°09'53" West, 729.08 feet to a point on the West boundary of the E½
of said Section 9;
Thence North 0°03'23" West along said West boundary, 1833.83 feet to a point on the
South boundary of Interstate Highway No. 84 N., Project No. 1-86N-3 (18)
191, said point being South 0°03'23" East, 281.03 feet from the Quarter
Section corner common to Section 9 and 4, Township 10 South, Range 20
East, Boise Meridian;
Thence South 89°43'54" East, along said highway boundary, 459.52 feet;
Thence South 85°43'30" East, along said highway boundary 1205.30 feet;
Thence South 83°43'04" East, along said highway boundary, 977.02 feet to a point on
the East boundary of said Section 9 that is South 0°00'23" East, 477.56 feet
from said Section corner;
Thence South 0°00'23" East, along said East boundary, 2351.95 feet to the POINT
OF BEGINNING.

EXCEPTING THEREFROM that part of the NE¼ and SE¼ of said Section,
described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch
rebar which shall be THE TRUE POINT OF BEGINNING;
Thence South 00°07'09" East (South 00°00'23" West rec.) along the East line of the
SE¼ for a distance of 188.15 feet;
Thence North 73°26'07" West (North 73°14'53" East rec.) for a distance of 563.19
feet (563.45 feet rec.) to a ½" rebar;
Thence North 83°50'44" West (North 83°41'53" West rec.) for a distance of 221.24
feet (221.19 feet rec.);
Thence North 57°09'45" West (North 57°00'53" West rec.) for a distance of 135.30
feet;
Thence South 89°59'00" East for a distance of 872.88 feet to a ½" rebar on the East
line of the NE¼;
Thence South 00°09'17" East (South 00°00'23" East rec.) along said line for a
distance of 69.25 feet to THE TRUE POINT OF BEGINNING.
SUBJECT TO a 25 foot county road right of way along the East side.

AND EXCEPTING THEREFROM that part of the NE¼ and SE¼ of said Section,
described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch
rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a
distance of 69.25 feet to a ½" rebar;

Thence North 89°59'00" West for a distance of 1548.25 feet to a point which shall be
THE TRUE POINT OF BEGINNING;
Thence South 64°13'25" West (South 64°23'37" West rec.) for a distance of 288.88
feet to a ½" rebar;
Thence North 64°53'34" West (North 64°46'53" West rec.) for a distance of 283.50
feet (283.44 feet rec.) to a ½" rebar;
Thence North 51°16'34" West (North 51°09'53" West rec.) for a distance of 8.76 feet;
Thence South 89°59'00" East for a distance of 523.69 feet to THE TRUE POINT OF
BEGINNING.

PARCEL NO. 2:

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

Section 9: That part of the NE¼ of said Section, described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch
rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a
distance of 69.25 feet to a ½" rebar;
Thence North 89°59'00" West for a distance of 872.88 feet to a point which shall BE
THE TRUE POINT OF BEGINNING;
Thence North 89°59'00" West for a distance of 675.37 feet;
Thence North 64°13'25" East (North 64°23'37" East rec.) for a distance of 53.42 feet
to a ½" rebar;
Thence North 86°22'16" East (North 86°31'07" East rec.) for a distance of 539.17 feet
(539.05 feet rec.);
Thence South 57°09'45" East (South 57°00'53" East rec.) for a distance of 106.13 feet
to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

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

Section 9: That part of the NE¼ of said Section, described as follows:

Beginning at the East quarter corner of Section 9, said corner marked by a 5/8 inch
rebar;
Thence North 00°09'17" West (North 00°00'23" East rec.) along said line for a
distance of 69.25 feet to a ½" rebar;
Thence North 89°59'00" West for a distance of 2071.94 feet to THE TRUE POINT
OF BEGINNING;

Thence North 89°59'00" West for a distance of 561.86 feet to a ½" rebar on the West line of the NE¼;
Thence North 00°09'56" West (North 00°03'23" West rec.) for a distance of 451.41 feet;
Thence South 51°16'34" East (South 51°09'53" East rec.) for a distance of 721.85 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

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

Section 9: That certain parcel of real property situated in the E½NW¼, described as follows:

Beginning at the point where Lateral PB 2 of the North Side Pumping Company, flowing in a Westerly course, crosses the East boundary of said E½NW¼;
Thence South along said East boundary of said E½NW¼ 1,400 feet;
Thence West by Northwest 400 feet, more or less, to a point on said Lateral PB 2;
Thence up and along said Lateral PB 2 to the PLACE OF BEGINNING.

EXCEPTING THEREFROM part of the NW¼, described as follows:

Beginning at the North ¼ corner of Section 9, Township 10 South, Range 20 East Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 84;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 423.60 feet to the centerline of the PB 2 lateral which shall be the POINT OF BEGINNING;
Thence South 01°09'41" East for a distance of 869.58 feet to a ½" rebar on the centerline of the PB 2 lateral;
Thence North 09°21'27" West along said centerline for a distance of 361.12 feet;
Thence North 13°52'08" West continuing along said line for a distance of 147.32 feet;
Thence North 12°27'02" East continuing along said line for a distance of 43.55 feet;
Thence North 33°48'23" East continuing along said line for a distance of 53.57 feet;
Thence North 07°58'34" East continuing along said line for a distance of 47.64 feet;
Thence North 45°18'22" West continuing along said line for a distance of 104.96 feet;
Thence North 58°41'30" West continuing along said line for a distance of 115.05 feet;
Thence North 30°38'46" West continuing along said line for a distance of 34.18 feet;
Thence North 14°03'16" East continuing along said line for a distance of 39.61 feet;
Thence North 68°43'55" East continuing along said line for a distance of 49.50 feet;
Thence North 84°18'32" East continuing along said line for a distance of 166.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM part of the NW¼ of Section 9 of Township 10 South, Range 20 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Beginning at the North ¼ corner of Section 9 of Township 10 South, Range 20 East Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 80;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral which shall be the POINT OF BEGINNING;
Thence South 15°05'58" West for a distance of 402.44 feet;
Thence North 50°23'11" West for a distance of 199.68 feet to the centerline of the PB 2 lateral;
Thence North 69°00'43" East along said line for a distance of 49.25 feet;
Thence North 48°00'01" East continuing along said line for a distance of 212.93 feet;
Thence North 37°59'50" East continuing along said line for a distance of 64.15 feet;
Thence North 16°28'11" East continuing along said line for a distance of 52.72 feet to the POINT OF BEGINNING.

PARCEL NO. 5

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

Section 9: Part of the N½, described as follows:

Beginning at the North ¼ corner of said Section 9 of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 80 which shall be the POINT OF BEGINNING;
Thence South 00°06'24" East for a distance of 115.07 feet to the West toe of slope of the PB 2 lateral;
Thence South 50°36'39" East along said line for a distance of 10.24 feet;
Thence South 63°42'36" East continuing along said line for a distance of 218.31 feet;
Thence South 37°23'12" East continuing along said line for a distance of 55.97 feet;
Thence South 01°41'24" West continuing along said line for a distance of 61.45 feet;
Thence South 44°05'51" West continuing along said line for a distance of 58.78 feet;
Thence South 76°27'44" West continuing along said line for a distance of 60.12 feet;
Thence South 85°59'40" West continuing along said line for a distance of 136.29 feet to the ¼ section line;
Thence South 00°06'24" East along the ¼ section line for a distance of 27.23 feet to the centerline of the PB 2 lateral;
Thence South 85°24'59" West along said centerline for a distance of 74.83 feet;

Thence North 01°09'41" West for a distance of 423.60 feet to the South right of way of Interstate 80;
Thence South 89°46'00" East along said right of way for a distance of 82.40 feet to the POINT OF BEGINNING.

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

Section 9: Part of the NW¼, described as follows:

Beginning at the North ¼ corner of Section 9, of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the ¼ section line for a distance of 274.27 feet to the South right of way of Interstate 80;
Thence North 89°46'00" West along said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral;
Thence South 15°05'58" West for a distance of 402.44 feet to the POINT OF BEGINNING;
Thence South 50°23'11" East for a distance of 213.41 feet to a ½" rebar on the East line of the NW¼;
Thence North 89°55'29" West for a distance of 201.04 feet to a ½" rebar;
Thence North 15°05'58" East for a distance of 140.66 feet to the POINT OF BEGINNING.

PARCEL NO. 6:

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

Section 10: The S½NW¼ and the SW¼;

PARCEL NO. 7 (WELL)

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

Section 9: Part of the SE¼, described as follows:

Beginning at the SE corner of Section 9 of Township 10 South, Range 20 East, Boise Meridian, said corner marked by a ½" rebar;
Thence North 00°07'09" West along the East line of Section 9 for a distance of 929.85 feet to the POINT OF BEGINNING;
Thence South 89°52'51" West for a distance of 47.00 feet;
Thence North 00°07'09" West for a distance of 72.85 feet;

Exhibit A, Page 9 of 39

Thence North 89°52'51" East for a distance of 47.00 feet to the East line of Section 9;
Thence South 00°07'09" East along the East line of Section 9 for a distance of 72.85
feet to the POINT OF BEGINNING.

SUBJECT TO a County road right of way along the East side.

TRACT III

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 12: S½NW¼; SW¼; EXCEPTING THEREFROM a parcel of land located in the
SW¼NW¼, described as follows:

Beginning at a point on the Westerly boundary of said SW¼NW¼, said point lies due
South, 2,297.5 feet of the Northwest corner of said Section 12;
Thence running South 85°41' East for 321.4 feet;
Thence South 9°00' West for 227.0 feet;
Thence due West for 285.0 feet to a point on the Westerly boundary of said
SW¼NW¼;
Thence due North for 248.3 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

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

Section 7: S½SE¼; SE¼SW¼

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

Section 7: A parcel of land located in the SW¼SW¼, more particularly described as follows:

Commencing at the Southwest corner of said Section 7, Thence South 89°57'00" East
along the South boundary of the SW¼ of said Section 7 for a distance of
892.00 feet, Thence North 01°38'00" West for a distance of 134.35 feet to the
TRUE POINT OF BEGINNING;
Thence continuing North 01°38'00" West for a distance of 174.65 feet;
Thence South 89°57'00" East parallel with the South boundary of the SW¼ of said
Section 7 for a distance of 9.88 feet to a point on an existing fence line;
Thence South 01°36'26" West along the existing fence line for a distance of 174.64
feet to the TRUE POINT OF BEGINNING.

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

Section 7: Lots 7 and 8 and that part of Lots 5 and 6, described as follows:

Commencing at center of the property line fence corner post at the Southwest corner of Lot 6 of said Section;
Thence running North along line of property line fence, 92.8 feet to a stake;
Thence South 89°50' East, along fence line, 251.5 feet to center of fence post on North and South fence line, which post is 92.5 feet North of boundary line fence between Lots 6 and 7 of said Section;
Thence South 86°44' East, 719 feet to a point on North and South fence line, which point is 60 feet North of boundary line fence line between Lots 6 and 7 of said Section;
Thence South 65°10' East, 146 feet to a point on line of boundary line fence between Lots 5 and 6 and Lots 7 and 8 of said Section, which point is 133 feet East from corner post on North and South fence line;
Thence Westerly along line of boundary line fence between Lots 5 and 6 and Lots 7 and 8 of said Section, 1104 feet to PLACE OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southwest corner of said Section 7;
Thence Easterly along the Southerly boundary of said Section 7 South 89°57'00" East, 892.00 feet to THE TRUE POINT OF BEGINNING;
Thence continuing Easterly along the Southerly boundary of said Section 7 South 89°57'00" East, 250.00 feet;
Thence North 1°38'00" West, 309.00 feet;
Thence Westerly parallel with the Southerly boundary of said Section 7, North 89°57'00" West, 250.00 feet;
Thence South 1°38'00" East, 309.00 feet to THE TRUE POINT OF BEGINNING.
SUBJECT TO the rights of a public road which affects the Southerly 25.00 feet.

AND EXCEPTING THEREFROM the following described parcel located in the SW¼SW¼, more particularly described as follows:

Commencing at the Southwest corner of said Section 7, Thence South 89°57'00" East along the South boundary of the SW¼ of said Section 7 for a distance of 884.40 to the TRUE POINT OF BEGINNING;
Thence North 01°36'26" East along an existing fence line for a distance of 373.03 feet;
Thence North 87°28'45" East along an existing fence line for a distance of 236.43 feet;
Thence South 01°38'00" East for a distance of 74.66 feet;

Thence North 89°57'00" West parallel with the South boundary of the SW¼ of said Section 7 for a distance of 240.12 feet to a point on an existing fence line;
Thence South 01°36'26" West along the existing fence line for a distance of 174.64 feet;
Thence South 01°38'00" East for a distance of 134.35 feet to a point on the South boundary SW¼ of said Section 7;
Thence North 89°57'00" West along the South boundary of the SW¼ of said Section 7 for a distance of 7.60 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3

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

Section 10: S½NE¼; N½SE¼; SE¼SE¼; SW¼SE¼;

That part of the NE¼NE¼, lying South of Interstate 80N, Project No. I-80N-3 (18)191 Highway Survey.

Section 11: SW¼SW¼; NW¼SW¼;

That part of the NW¼NW¼, lying South of Interstate 80N Project No. I-80N-3 (18)191 Highway Survey.

Section 14: NW¼NW¼;

Section 15: N½NE¼; NW¼;

Section 16: E½, EXCEPTING THEREFROM the following described parcel of land in the NE¼NE¼:

Commencing at the Northeast corner of Section 16, Township 10 South, Range 20, East Boise Meridian, Said corner being THE REAL POINT OF BEGINNING;

Thence South 0°13'00" East, 157.87 feet along the East boundary of Section 16;

Thence South 89°58'41" West, 408.18 feet;

Thence North 0°13'00" West, 157.87 feet to the North boundary of Section 16;

Thence North 89°58'41" East, 408.18 feet along the North boundary Section 16 to THE REAL POINT OF BEGINNING.

PARCEL NO. 3A

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

Section 16: The following described parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$:

Commencing at the Northeast corner of Section 16, Township 10 South, Range 20, East Boise Meridian, Said corner being THE REAL POINT OF BEGINNING;
Thence South 0°13'00" East, 157.87 feet along the East boundary of Section 16;
Thence South 89°58'41" West, 408.18 feet;
Thence North 0°13'00" West, 157.87 feet to the North boundary of Section 16;
Thence North 89°58'41" East, 408.18 feet along the North boundary Section 16 to THE REAL POINT OF BEGINNING.

PARCEL NO. 4

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

Section 10: A parcel of land located in the N $\frac{1}{2}$ NW $\frac{1}{4}$, described as follows:

Beginning at the North quarter corner of said Section 10;

Thence South 0°04'39" West along the center section line of said Section 10 for a distance of 370.80 feet to the South Right of Way line of Interstate 80N, Project No. I-80N-3(18)191 and being the REAL POINT OF BEGINNING;
Thence from the REAL POINT OF BEGINNING South 0°04'39" West along the center section line of said Section 10 for a distance of 951.05 feet to the Southeast corner of the N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence North 89°58'21" West along the South line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ for a distance of 233.66 feet;
Thence North 0°04'39" East for a distance of 910.82 feet to the South Right of Way line of the Interstate 80N;
Thence North 79°57'46" East along the South Right of Way line of Interstate 80N for a distance of 223.00 feet;
Thence North 84°56'39" East along the South Right of Way line of Interstate 80N for a distance of 14.19 feet to the REAL POINT OF BEGINNING;

PARCEL NO. 5

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

Section 10: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, lying South of Interstate 80N, Project No. 1-80N-3 (18)191 Highway Survey, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the South quarter corner of Section 10, Township 10 South, Range 20, East Boise Meridian;

Thence North 0°13'46" West, 4720.29 feet along the North-South centerline of Section 10 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING South 83°45'07" East, 415.31 feet;
Thence North 0°31'32" East, 280.49 feet to the South boundary of a frontage road along the Interstate Highway;
Thence along the South boundary of said frontage road South 84°42'57" West, 417.98 feet to the North-South centerline said Section 10;
Thence along said North-South centerline, Section 10 South 0°13'46" East, 196.79 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 6

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

Section 8: S½NE¼;

That part of the N½NE¼ and the NE¼NW¼ lying South of Interstate 84N, Project No. I084N- 3(16)191 Highway Survey Right of Way.

EXCEPTING THEREFROM that part of the NE¼NE¼ described as follows:

Beginning at the Northeast corner of Section 8, said corner marked by a ½" rebar;
Thence South 00°13'58" East along the East section line for a distance of 274.99 feet to a ½" rebar on the South right of way of a frontage road on the South side of Interstate 80 which shall be THE TRUE POINT OF BEGINNING;
Thence South 00°13'58" East along the East section line for a distance of 228.00 feet to a ½" rebar;
Thence North 89°49'32" West for a distance of 108.51 feet to a ½" rebar;
Thence North 39°04'07" West for a distance of 294.39 feet to a ½" rebar on the South right of way of Frontage Road on the South side of Interstate 80;
Thence South 89°49'32" East along said line for a distance of 293.12 feet to THE TRUE POINT OF BEGINNING.

AND

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

Section 9: That part of the NW¼NE¼ lying West and below Lateral PB 2 of the North Side Pumping Company.

NW¼; EXCEPTING that part of the N½NW¼ deeded to the State of Idaho by Deed dated July 28, 1964, filed September 30, 1964 in Book 177, Page 286, as Instrument Number 160822, Jerome County records.

FURTHER EXCEPTING that certain parcel of land situated in the E½NW¼ described as follows:

Beginning at the point where Lateral PB 2 of the North Side Pumping Company, flowing in a westerly course, crosses the East boundary of said E½NW¼; Thence South along said East boundary of said E½NW¼, a distance of 1400 feet; Thence West by Northwest 400 feet, more or less, to a point on said Lateral PB 2; Thence up and along said Lateral PB 2 to THE PLACE OF BEGINNING.

AND

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

Section 9: Part of the NW¼ of said Section, described as follows:

Beginning at the North quarter corner of Section 9, said corner marked by a ½" rebar; Thence South 00°06'24" East along the quarter Section line for a distance of 274.27 feet to the South right of way of Interstate 84; Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet; Thence South 01°09'41" East for a distance of 423.60 feet to the centerline of the PB 2 lateral which shall be THE TRUE POINT OF BEGINNING; Thence South 01°09'41" East for a distance of 869.58 feet to a ½" rebar on the centerline of the PB 2 lateral; Thence North 09°21'27" West along said centerline for a distance of 361.12 feet; Thence North 13°52'08" West continuing along said line for a distance of 147.32 feet; Thence North 12°27'02" East continuing along said line for a distance of 43.55 feet; Thence North 33°48'23" East continuing along said line for a distance of 53.57 feet; Thence North 07°58'34" East continuing along said line for a distance of 47.64 feet; Thence North 45°18'22" West continuing along said line for a distance of 104.96 feet; Thence North 58°41'30" West continuing along said line for a distance of 115.05 feet; Thence North 30°38'46" West continuing along said line for a distance of 34.18 feet; Thence North 14°03'16" East continuing along said line for a distance of 39.61 feet; Thence North 68°43'55" East continuing along said line for a distance of 49.50 feet; Thence North 84°18'32" East continuing along said line for a distance of 166.00 feet to THE TRUE POINT OF BEGINNING.

AND

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

Section 9: Part of the NW¼ of said Section, described as follows:

Beginning at the North quarter corner of said Section, said corner marked by a ½" rebar;
 Thence South 00°06'24" East along the quarter Section line for a distance of 274.27 feet to the South right of way of Interstate 80;
 Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
 Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral which shall be THE TRUE POINT OF BEGINNING;
 Thence South 15°05'58" West for a distance of 402.44 feet;
 Thence North 50°23'11" West for a distance of 199.68 feet to the centerline of the PB 2 lateral;
 Thence North 69°00'43" East along said line for a distance of 49.25 feet;
 Thence North 48°00'01" East continuing along said line for a distance of 212.93 feet;
 Thence North 37°59'50" East continuing along said line for a distance of 64.15 feet;
 Thence North 16°28'11" East continuing along said line for a distance of 52.72 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the N½ more particularly described as follows:

Beginning at the North quarter corner of said Section 9, said corner marked by a ½" rebar;
 Thence South 00°06'24" East along the quarter section line for a distance of 274.27 feet to the south right of way of Interstate 80 which shall be THE POINT OF BEGINNING;
 Thence South 00°06'24" East for a distance of 115.07 feet to the west toe of slope of the PB 2 lateral;
 Thence South 50°36'39" East along said line for a distance of 10.24 feet;
 Thence South 63°42'36" East continuing along said line for a distance of 218.31 feet;
 Thence South 37°23'12" East continuing along said line for a distance of 55.97 feet;
 Thence South 01°41'24" West continuing along said line for a distance of 61.45 feet;
 Thence South 44°05'51" West continuing along said line for a distance of 58.78 feet;
 Thence South 76°27'44" West continuing along said line for a distance of 60.12 feet;
 Thence South 85°59'40" West continuing along said line for a distance of 136.29 feet to the quarter section line;
 Thence South 00°06'24" East along the quarter section line for a distance of 27.23 feet to the centerline of the PB 2 lateral;
 Thence South 85°24'59" West along said centerline for a distance of 74.83 feet;
 Thence North 01°09'41" West for a distance of 423.60 feet to the south right of way of Interstate 80;
 Thence South 89°46'00" East along said right of way for a distance of 82.40 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that part of the NW¼ more particularly described as follows:

Beginning at the North quarter corner of Section 9, said corner marked by a ½" rebar;
Thence South 00°06'24" East along the quarter section line for a distance of 274.27 feet to the south right of way of Interstate 80;
Thence North 89°46'00" West along the said right of way for a distance of 82.40 feet;
Thence South 01°09'41" East for a distance of 1293.18 feet to a ½" rebar on the centerline of the PB 2 lateral;
Thence South 15°05'58" West for a distance of 402.44 feet to THE POINT OF BEGINNING;
Thence South 50°23'11" East for a distance of 213.41 feet to a ½" rebar on the east line of the NW¼;
Thence North 89°55'29" West for a distance of 201.04 feet to a ½" rebar;
Thence North 15°05'58" East for a distance of 140.66 feet to THE POINT OF BEGINNING.

PARCEL NO. 7

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: That part of the N½NE¼ lying South of the right of way of Interstate 80N deeded to the State of Idaho by Deed recorded March 24, 1964 in Book 177 Page 96, Jerome County records.

AND

Section 11: S½NE¼; N½SW¼ lying North of Lateral "C" of the North Side Canal Co., Ltd.; NW¼;

EXCEPTING THEREFROM the following described Tracts of land described as follows:

- a. Interstate 80N, Project No. 1-80N-3(14)185, Highway Survey described as follows:

Beginning at the Northwest corner of Section 11, Township 10 South, Range 19, East Boise Meridian;

Thence South 89°28'14" East a distance of 2641.35 feet to the North quarter corner;
Thence South 0°16'46" West a distance of 305.59 feet;
Thence North 89°23'39" West, 1950.18 feet;
Thence South 63°44'40" West, 550.64 feet;
Thence North 89°34'09" West, 160 feet;
Thence South 1°41'41" West, 680.17 feet;

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Thence North 89°34'09" West, 25 feet to a point on the West line of said Section 11;
Thence North 0°25'51" East along said West line, 1231.48 feet to THE POINT OF BEGINNING.

- b. That part of the NW¼, more particularly described as follows:

Beginning at the Northwest corner of said NW¼ of Section 11;
Thence along the West boundary line of said NW¼, South 0°25'51" West for 2395.35 feet to THE REAL POINT OF BEGINNING;
Thence South 89°34'09" East for 406.01 feet;
Thence South 0°25'51" West for 239.71 feet along a line parallel to the West boundary line of said NW¼;
Thence North 89°34'09" West, 406.01 feet to a point on the West boundary line of said NW¼;
Thence North 0°25'51" East for 239.71 feet along said West boundary line to THE REAL POINT OF BEGINNING;

- c. That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 East, Boise Meridian, said corner marked by a 5/8" rebar; Thence North 00°17'29" East along the West line of the NW¼ for a distance of 431.95 feet to the POINT OF BEGINNING;
Thence North 00°17'29" East continuing along said line for a distance of 201.65 feet;
Thence North 89°13'49" East for a distance of 24.15 feet to a ½" rebar;
Thence North 89°13'49" East for a distance of 191.87 feet to a ½" rebar;
Thence South 00°17'29" West for a distance of 201.65 feet to a ½" rebar;
Thence South 89°13'49" West for a distance of 189.72 feet to a ½" rebar;
Thence South 89°13'49" West for a distance of 26.31 feet to the POINT OF BEGINNING.

- d. That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 East of the Boise Meridian, said corner marked by a 5/8" rebar; Thence North 00°17'29" East along the West line of the NW¼ for a distance of 243.55 feet to the POINT OF BEGINNING.
Thence North 00°17'29" East continuing along said line for a distance of 188.40 feet;
Thence North 89°13'49" East for a distance of 26.31 feet to a ½" rebar;
Thence North 89°13'49" East for a distance of 189.72 feet to a ½" rebar;
Thence South 19°56'18" East for a distance of 205.05 feet to a ½" rebar;
Thence North 89°42'29" West (North 89°34'09" West, rec.) for a distance of 261.89 feet to a ½" rebar;

Thence North 89°42'29" West (North 89°34'09" West, rec.) for a distance of 25.00 feet to the POINT OF BEGINNING.

- e. That part of Section 11, more particularly described as follows:

Beginning at the West ¼ section corner of Section 11 of Township 10 South, Range 19 East of the Boise Meridian, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING.

Thence North 00°17'29" East along the West line of the NW¼ for a distance of 3.84 feet to a p.k. nail;

Thence South 89°42'29" East (South 89°34'09" East, rec.) for a distance of 25.00 feet to a ½" rebar;

Thence South 89°42'29" East (South 89°34'09" East, rec.) for a distance of 192.80 feet to a ½" rebar;

Thence South 00°17'31" West for a distance of 200.00 feet to a ½" rebar;

Thence North 89°42'29" West for a distance of 193.82 feet to a ½" rebar;

Thence North 89°42'29" West for a distance of 23.98 feet to the West line of the SW¼;

Thence North 00°17'31" East along said line for a distance of 196.16 feet to the POINT OF BEGINNING,

PARCEL NO. 8

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

Section 8: N½SW¼; SE¼NW¼; SW¼NW¼; NW¼NW¼ lying South of I-84.

EXCEPTING THEREFROM that portion of the W½NW¼ of said Section 8, deeded to the State of Idaho for Interstate 80N Project No. I-80N-3(18)191 Highway Survey as revealed in Warranty Deed given by F.F. Phillips, also known as Forest F. Phillips and Ester Phillips, husband and wife, dated September 23, 1964, recorded October 13, 1964 in Book 177 Page 300 as Instrument Number 160921, Jerome County records.

PARCEL NO. 9

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: S½NE¼; N½N½SE¼; S½SE¼; S½N½SE¼ and a strip of land 16 feet wide along and across the West side of the NW¼NE¼ (Lot 2).

EXCEPTING THEREFROM that part of the SE¼NE¼ of said Section 2 more particularly described as follows:

Beginning at the East quarter section corner of Section 2, said corner marked by a 5/8" rebar;
Thence North 00°02'00" East along the east line of Section 2 for a distance of 170.39 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;
Thence North 89°29'58" West for a distance of 422.99 feet to a 1/2" rebar;
Thence North 00°02'00" East for a distance of 269.98 feet to a 1/2" rebar;
Thence South 89°29'58" East for a distance of 422.99 feet to a 1/2" rebar on the east line of Section 2;
Thence South 00°02'00" West along the east line of Section 2 for a distance of 269.99 feet to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land described as follows:

Beginning at a point located at the Southeast corner of the SE¼ of Section 2;
Thence North along the East section line of Section 2 on bearing of North 00° East for a distance of 2,860 feet to the TRUE POINT OF BEGINNING;
Thence North 90° West on a line that is parallel with the Southern boundary of Section 2 for a distance of 300 feet;
Thence North 00° West on a line that is parallel with the East boundary of Section 2 for a distance of 250 feet;
Thence North 90° East on a line that is parallel with the South boundary of Section 2 for a distance of 300 feet;
Thence South on the East boundary of Section 2 at a heading of South 00° East for a distance of 250 feet to the TRUE POINT OF BEGINNING.

TWIN FALLS COUNTY

TRACT IV

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 24: E½NE¼; NE¼SE¼

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 19: Government Lots 1 and 2;

E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 5:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: That portion of the Southeast quarter of Section 35 described as follows to-wit:

Beginning at the Southeast corner of Section 35;
Thence North 00°01' West, along the East boundary line of said Section 35 a distance of 2641.07 feet to the East quarter corner of said Section 35;
Thence South 89°52' West along the North boundary line of the Southeast quarter of Section 35 a distance of 1397.5 feet to a point on the centerline of an existing private road;
Thence South 42°48' East 481.1 feet, along the centerline of said private road;
Thence South 11°26' East 1095.4 feet, along the centerline of said private road;
Thence South 35°06' East 1484.3 feet, along the centerline of said private road to the POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that portion thereof described as follows:

A tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35,
more particularly described as follows:

Beginning at the quarter corner common to Sections 35 and 36;
Thence South 89°52' West, a distance of 1397.5 feet to the TRUE POINT OF
BEGINNING, said point being on the centerline of an existing private road
and on the North boundary line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35;
Thence North 42°48' West a distance of 60.0 feet along the centerline of said road;
Thence North 47°58' West a distance of 948.0 feet along the centerline of said road;
Thence North 15°08' West a distance of 421 feet along the centerline of said road;
Thence North 46°28' West a distance of 229.4 feet along the centerline of said road to
a point;
Thence South 53°42' West a distance of 1138.8 feet along the centerline of said road;
Thence South 34°44' East a distance of 693.1 feet to a point on the centerline of said
road;
Thence South 25°23' East a distance of 381.8 feet to a point on the centerline of said
road;
Thence South 8°06' East a distance of 984.9 feet to the 1/16 corner, said corner being
the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35;
Thence North 00°01' West a distance of 1320.5 feet along the East boundary line of
the NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northeast corner of said 40-acre tract (NE $\frac{1}{4}$ SW $\frac{1}{4}$);
Thence North 89°52' East along the South boundary line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35
a distance of 1241.65 feet to the POINT OF BEGINNING.

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ EXCEPT

Beginning at the Section corner common to Sections 35 and 36, Township 9 South,
Range 12 E., B.M., a brass cap properly monumented;
Thence North 0°01' West along the Section line common to Sections 35 and 36 a
distance of 2,641.07 feet to the quarter corner common to Sections 35 and 36;

Thence South 89°52' West along the North boundary line of the NE¼SE¼ Section 35 a distance of 1,397.5 feet to a point on the centerline of an existing private road;
Thence South 42°48' East a distance of 481.1 feet along said road;
Thence South 11°26' East a distance of 1,095.4 feet along said road;
Thence South 35°06' East a distance of 1,484.3 feet along said road to the POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: A tract of land in the SW¼NE¼, the SE¼NW¼, and the NE¼SW¼ described as follows:

Beginning at the quarter corner common to Sections 35 and 36, Township 9 South, Range 12 E., B.M.; Thence South 89°52' West a distance of 1,397.5 feet to the TRUE POINT OF BEGINNING, said point being on the centerline of an existing private road and on the North boundary line of the NW¼SE¼ of Section 35;
Thence North 42°48' West a distance of 60.0 feet along the centerline of said road;
Thence North 47°58' West a distance of 948.0 feet along the centerline of said road;
Thence North 15°08' West a distance of 421 feet along the centerline of said road;
Thence North 46°28' West a distance of 229.4 feet along the centerline of said road to a point;
Thence South 53°42' West a distance of 1,138.8 feet along the centerline of said road;
Thence South 34°44' East a distance of 693.1 feet to a point on the centerline of said road;
Thence South 25°23' East a distance of 381.8 feet to a point on the centerline of said road;
Thence South 8°06' East a distance of 984.9 feet to the 1/16 corner, said corner being the Southeast corner of the NE¼SW¼ of Section 35;
Thence North 0°01' West a distance of 1,320.5 feet along the East boundary line of the NE¼SW¼ to the NE¼SW¼ to the Northeast corner of said 40-acre tract (NE¼SW¼);
Thence North 89°52' East along the South boundary line of the SW¼NE¼ Section 35 a distance of 1,241.65 feet to the POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

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

EXCEPT the North 400 feet thereof

TOGETHER WITH a right of way to traverse the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 being 50 feet in width and 25 feet on either side of the following described centerline:

Beginning at the Section corner common to Sections 1 and 2, 11 and 12, Township 10 South, Range 12 E., B.M.; Thence North 89°56' East along the section line common to Sections 1 and 12 a distance of 1620 feet to the TRUE POINT OF BEGINNING, said point being the centerline of an existing private road;
Thence North 18°00' West along the existing irrigation ditch a distance of 970.8 feet to the East boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1;
As granted in Right of Way Deed recorded January 18, 1968, as Instrument No. 584464, records of Twin Falls County, Idaho.

PARCEL NO. 8:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN, TWIN FALLS
COUNTY, IDAHO

Section 1: Government Lots 1, 2, 3, 4;

S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; the North 400 feet of NW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$;
W $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPT

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: A tract of land being more particularly described as follows:

Beginning at the Southeast corner of said Section 1;
Thence South 88°46'06" West a distance of 1331.84 feet along the southerly boundary of said Section 1 to the TRUE POINT OF BEGINNING;
Thence South 88°46'06" West a distance of 1301.47 feet along the southerly boundary of said Section 1 to the South quarter corner of said Section 1;
Thence South 88°46'06" West a distance of 638.61 feet along the southerly boundary of said Section 1;

Thence North 01°58'04" West a distance of 94.62 feet;
 Thence North 50°25'19" West a distance of 163.07 feet;
 Thence South 89°34'22" West a distance of 61.92 feet;
 Thence South 00°31'21" East a distance of 202.08 feet to the southerly boundary of said Section 1;
 Thence South 88°46'06" West a distance of 129.06 feet along the southerly boundary of said Section 1 to a point 10.00 feet easterly from the east edge of a farm road;
 Thence along a line parallel with and 10.00 feet easterly from the east edge of said farm road the following courses and distances: North 21°24'32" West a distance of 518.43 feet;
 Thence North 16°32'06" West a distance of 450.55 feet;
 Thence North 13°11'58" West a distance of 93.48 feet;
 Thence North 06°13'48" West a distance of 79.73 feet;
 Thence North 00°36'25" East a distance of 1483.77 feet;
 Thence North 00°49'34" West a distance of 1571.95 feet;
 Thence North 01°23'53" West a distance of 143.87 feet;
 Thence North 02°07'38" East a distance of 83.38 feet to a point approximately 10.00 feet northerly from the north edge of a farm road;
 Thence Easterly and Southerly approximately parallel with and 10.00 feet northerly from said farm road the following courses and distances: North 72°36'37" East a distance of 29.31 feet;
 Thence South 82°19'23" East a distance of 35.81 feet;
 Thence South 44°07'29" East a distance of 34.66 feet;
 Thence South 50°53'58" East a distance of 59.92 feet;
 Thence South 55°17'47" East a distance of 273.43 feet;
 Thence South 62°27'49" East a distance of 136.10 feet;
 Thence South 75°44'26" East a distance of 53.78 feet;
 Thence South 87°14'34" East a distance of 174.40 feet;
 Thence North 86°09'57" East a distance of 83.36 feet;
 Thence North 77°22'58" East a distance of 62.99 feet;
 Thence North 66°18'04" East a distance of 60.06 feet;
 Thence North 53°16'23" East a distance of 38.15 feet;
 Thence South 71°53'34" East a distance of 41.76 feet;
 Thence South 56°21'03" East a distance of 57.09 feet;
 Thence South 77°02'22" East a distance of 87.58 feet;
 Thence South 64°08'42" East a distance of 93.78 feet;
 Thence South 60°30'20" East a distance of 132.48 feet;
 Thence South 80°16'46" East a distance of 47.76 feet;
 Thence South 73°26'32" East a distance of 53.46 feet;
 Thence South 66°05'15" East a distance of 62.62 feet;
 Thence South 58°20'31" East a distance of 201.49 feet;
 Thence South 54°19'29" East a distance of 193.48 feet;
 Thence South 36°14'20" East a distance of 67.86 feet;
 Thence South 09°02'44" East a distance of 51.26 feet;
 Thence South 11°08'27" West a distance of 67.88 feet;

Thence South 16°47'30" East a distance of 46.81 feet;
Thence South 05°43'04" East a distance of 98.77 feet;
Thence South 08°53'12" East a distance of 57.26 feet;
Thence South 15°41'54" East a distance of 52.00 feet;
Thence South 23°45'12" East a distance of 159.42 feet;
Thence South 17°55'27" East a distance of 58.81 feet;
Thence South 02°03'14" West a distance of 432.26 feet;
Thence South 03°01'38" East a distance of 49.46 feet;
Thence South 10°55'07" East a distance of 98.37 feet;
Thence South 16°47'02" East a distance of 125.90 feet;
Thence South 15°54'54" East a distance of 413.77 feet;
Thence South 19°47'20" East a distance of 108.97 feet;
Thence South 25°19'59" East a distance of 78.29 feet;
Thence South 21°16'57" East a distance of 69.92 feet;
Thence South 12°21'12" East a distance of 74.88 feet;
Thence South 04°27'10" East a distance of 135.57 feet;
Thence South 10°56'02" East a distance of 510.22 feet;
Thence South 01°21'36" East a distance of 200.21 feet;
Thence South 05°15'49" East a distance of 69.52 feet;
Thence South 11°02'55" East a distance of 126.76 feet;
Thence South 20°20'22" East a distance of 298.89 feet;
Thence South 24°52'04" East a distance of 338.33 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: All legal easements and rights of way therein.

AND EXCEPT:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: A parcel of land located in the SE¼, more particularly described as follows:

Beginning at the Southeast corner of said section:
Thence South 88°46'06" West a distance of 1331.84 feet;
Thence North 24°52'04" West a distance of 85.68 feet to the TRUE POINT OF BEGINNING;
Thence North 24°52'04" West a distance of 252.65 feet;
Thence North 20°20'22" West a distance of 63.92 feet;
Thence South 89°55'56" East a distance of 414.87 feet;
Thence South 00°00'45" West a distance of 349.95 feet;
Thence North 82°17'15" West a distance of 151.28 feet;
Thence North 73°16'52" West a distance of 142.44 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 9:

TOWNSHIP 9 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 36: SW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 10:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 12: S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 11:

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 20: SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 12:

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 30: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; Government Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 13:

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 31: Government Lots 1 and 2; E $\frac{1}{2}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 14:

TOWNSHIP 9 SOUTH, RANGE 13 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 29: NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 15:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 2: Government Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 16:

TOWNSHIP 10 SOUTH, RANGE 12 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 2: Government Lot 3; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 17:

TOWNSHIP 9 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

PARCEL NO. 18:

TOWNSHIP 9 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 34: NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$ and all that part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ lying within Twin Falls County, Idaho.

EXCEPT Public Roads.

PARCEL NO. 19:

TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 3: All that portion of Lot 2 lying within Twin Falls County, Idaho;
All that portion of Lot 3 lying within Twin Falls County, Idaho.

EXCEPT Public Roads.

OWYHEE COUNTY

TRACT V

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO

Section 34: Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southwest Quarter and that part of the East One-Half of the Northwest Quarter and East One-Half of the Southwest Quarter lying within Owyhee County, Idaho.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO

Section 3: Government Lot 3, that part lying within Owyhee County, Idaho.

BUTTE COUNTY

TRACT VI

Tract I:

Township 3 North, Range 25 E.B.M., Butte County, Idaho

Exhibit A, Page 29 of 39

Section 1: Lots 3 and 4 ($N\frac{1}{2}NW\frac{1}{4}$); $S\frac{1}{2}NW\frac{1}{4}$; $SW\frac{1}{4}$; $SW\frac{1}{4}SE\frac{1}{4}$, TOGETHER WITH an easement 30 feet in width adjacent to and North of the East-West centerline of said Section 1, and running from the $W\frac{1}{2}$ of said Section to the County road along the East line of said Section.

Section 2: Lots 1 and 2 ($N\frac{1}{2}NE\frac{1}{4}$); $S\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}$

Tract II:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Section 5: $SW\frac{1}{4}SW\frac{1}{4}$

Section 6: Lots 1, 2, 3, 4 ($N\frac{1}{2}N\frac{1}{2}$); $S\frac{1}{2}N\frac{1}{2}$; $S\frac{1}{2}$

Section 7: Lots 1 and 2 ($W\frac{1}{2}NW\frac{1}{4}$); $E\frac{1}{2}NW\frac{1}{4}$ and the West 454 feet of the $W\frac{1}{2}NE\frac{1}{4}$ and a portion of the $NE\frac{1}{4}$, more particularly described as follows:

Beginning at a point on a curve that is created by an existing irrigation pivot that is N. $89^{\circ}42'38''$ E., 454.00 feet along the Section line and S. $00^{\circ}18'27''$ E., 544.88 feet from the $N\frac{1}{4}$ corner of said Section 7 and running thence 1041.74 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = $38^{\circ}12'45''$, Chord bearing = S. $00^{\circ}18'27''$ E., 1022.55 feet to a point that is 454.00 feet perpendicular to the West line of the $NE\frac{1}{4}$ of said Section 7; thence N. $00^{\circ}18'27''$ W., 1022.55 feet parallel with said West line of the $NE\frac{1}{4}$ to the point of beginning.

EXCEPT:

Part of the $S\frac{1}{2}SE\frac{1}{4}$ of Section 6, and part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 5, all in Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at the Southeast corner of said Section 6 and running thence S. $89^{\circ}52'24''$ W., 1698.16 feet along the Section line to a point on a curve created by an existing irrigation pivot; thence 2628.32 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = $96^{\circ}24'34''$, Chord bearing = N. $89^{\circ}50'41''$ E., 2277.88 feet to the South line of said Section 5; thence S. $89^{\circ}46'03''$ W., 630.88 feet along said South line to the point of beginning.

Tract III:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 19: $E\frac{1}{2}SW\frac{1}{4}$; $W\frac{1}{2}SE\frac{1}{4}$

EXCEPTING THEREFROM:

Part of the $NW\frac{1}{4}SE\frac{1}{4}$ and part of the $NE\frac{1}{4}SW\frac{1}{4}$ of said Section 19 described as follows: Beginning at a point that is S. $89^{\circ}43'19''$ W., 1376.50 feet along the East-West Centerline through the section from the $E\frac{1}{4}$ corner of said Section 19 (said $E\frac{1}{4}$ corner being a found 1944

General Land Office brass cap monument) and running thence S. 89°43'19" W., 2577.82 feet along said East-West Centerline to the West line of the NE¼SW¼ of said Section 19; thence S. 01°07'31" W., 507.27 feet along said West line; thence N. 76°53'18" E., 1197.35 feet; thence S. 80°55'29" E., 499.35 feet; thence S. 88°56'17" E., 931.85 feet to the West line of an existing County Road; thence N. 00°31'36" W., 344.13 feet along said West line to the point of beginning.

Tract IV:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: A parcel of land being generally described as a portion of the NE¼NE¼ and that portion of the SE¼NE¼, lying North of the field road in Section 30 and West of the curvature of an existing pivot described below.

Section 29: Portions of the NW¼ of Section 29, Township 4 North, Range 26 E.B.M., Butte County, Idaho, lying South of the Lower Blaine Canal right of way; said parcel of land being more particularly described as follows:

Beginning at the NE corner of said Section 30; thence N 89°57'01" W along the North boundary of said Section 30, 1335.28 feet to the NW corner of the NE¼NE¼, Section 30; thence S. 0°21'24" W. along the West boundary of the E½NE¼, Section 30, a distance of 2473.43 feet; thence S. 89°21'46" E. along the center line of said field road a distance of 1812.56 feet; thence N. 4°45'02" W., 35.91 feet to the point of curvature of a concave curve to the East, having a radius of 1350.31 feet, a central angle of 118°47'15", and a length of 2799.51 feet; thence N. 0°00'00" E., 14.77 feet to the Southerly boundary of the Lower Blaine Canal right of way; thence N. 89°52'28" W. along the Southerly boundary of said canal right of way a distance of 680.90 feet to the East boundary of said Section 30; thence N 0°43'57" E along said East boundary, Section 30, a distance of 126.97 feet to the NE corner of Section 30 and the point of beginning.

EXCEPTING from the above described parcel of land, that portion of the NE¼NE¼, Section 30, being the Lower Blaine Canal right of way, said right of way being more particularly described as follows:

Commencing at the NE corner of said Section 30; thence S. 0°43'57" W., along the East boundary of said Section 30, a distance of 84.47 feet to the North boundary of said Canal right of way; thence along the North boundary of said Canal right of way the following three courses and distances; N. 89°55'23" W., 596.96 feet; N. 89°44'29" W., 263.68 feet; S. 89°40'19" W., 474.10 feet to the West boundary of the NE¼NE¼ said Section 30; thence S. 0°21'24" W. along said West boundary of the NE¼NE¼, Section 30, a distance of 36.00 feet to the South boundary of said canal right of way; thence along the South boundary of said canal right of way the following three courses and distances; S. 89°07'13" E., 474.37 feet; S. 88°26'11" E., 263.77 feet, N. 89°09'49" E., 596.48 feet to the East boundary of said Section 30; thence N. 0°43'57" E., along the East boundary of said Section 30 a distance of 42.50 feet to the North boundary of said canal right of way and point of beginning.

Tract V:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 17: SW¼; W½SE¼,

EXCEPTING THEREFROM the two irrigation wells located respectively:

Well No. 1: 521 feet North of the intersection of the Moore Canal, and the South line of the SW¼ of said Section 17, and 30 feet West of the Moore Canal.

Well No. 2: 200 feet North of Well No. 1, and 21 feet East of said canal.

ALSO EXCEPTING a piece of land around each well within a radius of 25 feet of each well.

ALSO EXCEPTING: Beginning at the Southwest Corner of said Section 17, from which the S¼ corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet; thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW¼ of said Section 17, a distance of 998.69 feet to a half inch diameter steel rod; thence S. 88°28'08" E. a distance of 633.48 feet to a half inch diameter steel rod; thence N. 53°01'00" E., a distance of 416.54 feet to a half inch diameter steel rod; thence S. 65°06'50" E. a distance of 419.50 feet to a half inch diameter steel rod; thence S. 11°13'08" E. a distance of 371.58 feet to a half inch diameter steel rod; thence S. 17°33'02" W. a distance of 171.18 feet to a half inch diameter steel rod; thence S. 41°46'07" W., a distance of 88.19 feet to a half inch diameter steel rod; thence S. 00°53'48" E., a distance of 133.53 feet to a half inch diameter steel rod; thence S. 44°52'18" W. a distance of 69.87 feet to a half inch diameter steel rod; thence S. 03°02'06" W. a distance of 281.36 feet to a half inch diameter steel rod on the South boundary of the SW¼ of said Section 17; thence N. 89°55'20" W., along the South boundary of the SW¼ of said Section 17, a distance of 1238.32 feet to the Southwest Corner of said Section 17, and the point of beginning.

ALSO EXCEPTING: Commencing at the S¼ corner of Section 17; thence N. 90°00'00" W., 1301.24 feet along the Section line to the Southeast corner of the SW¼SW¼; thence N. 90°00'00" W., 90.45 feet continuing along the Section line to the point of beginning; thence N. 90°00'00" W., 139.13 feet continuing along the Section line; thence N. 00°00'00" E., 230.30 feet; thence N. 90°00'00" E., 154.72 feet to a point that is 10 feet westerly from the centerline of an existing gravel driveway; thence S. 03°52'21" W., 230.83 feet parallel with and 10 feet west of said centerline of driveway to the point of beginning.

TOGETHER WITH A 20 foot easement for ingress and egress to the above described property described as being 10 feet both sides of the following described centerline: Commencing at the S¼ corner of Section 17, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho; thence N. 90°00'00" W., 1301.24 feet along the Section line to the Southeast corner of the SW¼SW¼; thence N. 90°00'00" W., 80.42 feet continuing along the Section line to the point of beginning; thence N. 03°52'21" E., 230.83 feet to the point of terminus of said centerline.

ALSO EXCEPTING: Beginning at the Southeast corner of the SW¼SE¼ of said Section 17,

said Southeast corner being N. 89°33'24" W., 1300.15 feet from the Southeast corner of said Section 17, and running thence N. 89°33'24" W., 1300.15 feet to the S¼ corner of said Section 17 and a point on a curve; thence 2050.37 feet along said curve to the left, Curve Data: Delta = 88°50'59", Radius = 1322.20 feet; Chord bearing = N. 44°38'03" E. 1851.02 feet to the East line of said SW¼SE¼; thence S. 00°00'58" W., 1327.26 feet along said East line to the point of beginning.

Tract VI:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 29: A fraction of the SW¼NW¼ of Section 29, described as: Beginning at the Southwest corner of said 40 acres; thence North 247 feet; thence East 640 feet; thence Southeast to a point on the South line of said 40 acres 990 feet East of the point of beginning; thence West 990 feet along the South line of said 40 acres to the place of beginning.

Tract VII:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 29: W½SW¼SW¼; N½NW¼NE¼SW¼SW¼; NW¼SW¼,
EXCEPT that portion described as follows:

A fraction of the NW¼SW¼ of said Section 29, more particularly described as follows:
Beginning at the Northeast corner of said 40 acres; thence South 400 feet to a point on the East line of said 40 acres; thence West 330 feet; thence North 400 feet to a point on the North line of said 40 acres 330 feet West of the place of beginning; thence East 330 feet along the North line of said 40 acres to the place of beginning.

Tract VIII:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: SE¼SE¼; NE¼SE¼ and that portion of the SE¼NE¼ lying South of the field road AND a parcel of land in the SW¼NE¼ of said Section 30, described as follows:

Beginning at a point 2473.43 feet S. 0°21'24" W. of the Northwest corner of the NE¼NE¼ of said Section 30; thence N. 89°20'46" W., 55 feet to the West boundary line of a County Road; thence N. 0°21'24" E., 160 feet to the true point of beginning of the described parcel; thence continuing along the West boundary of said County Road N. 0°21'24" E., 350 feet to a point; thence S. 71° W., 560 feet, more or less, to a point; thence South 40 feet to a point; thence S. 76° E. (deeded as West in WD No. 13607, recorded February 8, 1984), a distance of 550 feet, more or less, to the true point of beginning.

Tract IX:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 31: ALL, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Parcel #1: The West 300 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Parcel #2:

E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel #3: A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as: Beginning at a point 1425.82 feet West of the Northeast corner of Section 31, which is the Northeast corner of the plot of land; thence West 250 feet; thence South 400 feet; thence East 250 feet; thence North 400 feet to the Northeast corner of the plot of land and point of beginning.

Parcel #4: Beginning at the Northeast Corner of Section 31, Township 4 North, Range 26 E.B.M., Butte County, Idaho, and running thence S. 89°46'31" W., along the North line of said Section, 405 feet; thence S. 0°31'58" E., 400 feet; thence N. 89°46'31" E., 75 feet; thence S. 0°31'58" E., 300.00 feet; thence S. 19°17'21" E., 1026.27 feet to the East line of said Section 31; thence N. 0°31'58" W., 1670 feet to the point of beginning.

Parcel #5: A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point 825 feet East and 495 feet South of the Northwest corner of said Section 31 (also described as the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$); thence South 132 feet; thence East 330 feet; thence North 132 feet to the Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence West 330 feet to the point of beginning.

Tract X:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 32: SE $\frac{1}{4}$; NE $\frac{1}{4}$, EXCEPT: Beginning at the corner of Sections 28, 29, 32, and 33, thence S 0°17' E, along the line between Sections 32 and 33, a distance of 208.71 feet; thence West on a bearing of S. 89°43' W., a distance of 208.71 feet; thence North on a bearing N. 0°17' W., a distance of 208.71 feet to a point on the South boundary of said Section 29; thence East on a bearing North 89°43' to the point of beginning.

Tract XI:

Township 3 North, Range 25 E.B.M., Butte County, Idaho

Section 13: E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPT that portion lying South of U.S. Highway 93 right-of-way.

TOGETHER WITH all right, title and interest in and to the real property and related fixtures and improvements granted under that certain Easement for Irrigation Well and Ditch Bill of Sale dated and recorded May 1, 1984 in the Official Records of Butte County, Idaho as Document No. 14000, over and across that certain real property described as follows:

Beginning at a corner 440 feet East of the North Quarter corner of Section 20, Township 4 North, Range 26 East, Boise Meridian; thence South 100 feet; thence East 50 feet; thence North 100 feet; thence West 50 feet to the Point of Beginning.

And from the above described well site, along the North-South center line of Section 20, Township 4 North, Range 26 East, Boise Meridian, to the North Boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of said Section.

Tract XII:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 31: The West 300 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$

Tract XIII:

Township 4 North, Range 25 E.B.M., Butte County, Idaho

Section 26: SE $\frac{1}{4}$

TOGETHER WITH all right, title and interest for ingress and egress, over and across that certain real property described as follows:

The North 32 feet of Section 36, Township 4 North Range 25 East, Boise Meridian; and the North 32 feet of the NE $\frac{1}{4}$ of Section 35, Township 4 North Range 25 East, Boise Meridian.

Tract XIV:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Parcel I: Part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point that is N. 89°52'24" E., 454.01 feet along the section line from the N¼ corner of said Section 7, and running thence N. 89°52'24" E., 507.43 feet along said section line to a point on a curve created by an existing irrigation pivot; thence 951.58 feet to the Left along said curve, Curve Data: Radius = 1562.00 feet, Delta = 34°54'18", Chord bearing = S. 24°11'15" W., 936.93 feet to a point on a curve created by an existing irrigation pivot; thence 439.78 feet to the Left along said curve, Curve Data: Radius = 1562.00 feet, Delta = 16°07'54", Chord bearing = N. 15°47'59" W., 438.33 feet to a point that is 454.00 feet perpendicular to the West line of the NE¼ of said Section 7; thence N. 00°33'26" W., 431.81 feet parallel with said West line to the point of beginning.

Parcel II: Part of the NE¼ of Section 7, Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Beginning at a point that is N. 89°52'20" E., 3095.19 feet along the East-West Centerline through the section from the W¼ corner of said Section 7, and running thence N. 89°52'20" E., 2203.11 feet along said East-West Centerline to the Southeast corner of the NE¼ of said Section 7; thence N. 00°30'13" W., 140.16 feet along the East line of said NE¼ to a point on a curve created by an existing irrigation pivot; thence 2807.80 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 102°59'35", Chord bearing = N. 59°13'49" W., 2444.75 feet to a point on a curve created by an existing irrigation pivot; thence 436.63 feet to the right along said curve, Curve Data: Radius = 1562.00 feet, Delta = 16°00'57", Chord bearing = S. 14°44'34" W., 435.20 feet to a point that is 454.00 feet perpendicular to the West line of the NE¼ of said Section 7; thence S. 00°33'26" E., 974.94 feet parallel with said West line to the point of beginning.

Tract XV:

Township 4 North, Range 26 E.B.M., Butte County, Idaho

Section 30: W½E½; SE¼NW¼; E½SW¼; Lot 4 (SW¼SW¼); Lot 2 (SW¼NW¼); and a parcel of land in Lot 3 (NW¼SW¼) of said Section 30, described as follows:

Beginning at the Northeast corner of said Lot 3 (NW¼SW¼), which is the real point of beginning; thence South 1320 feet to a point which is the center of the SW¼; thence 1039 feet West along the South boundary of Lot 3 (NW¼SW¼) to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Northeasterly along a line parallel with said ditch to a point which is on the Northerly boundary of Lot 3 (NW¼SW¼) and 530 feet West of the real point of beginning; thence 530 feet East along said Northerly boundary to the real point of beginning.

EXCEPT THEREFROM the following three parcels:

Parcel 1: A parcel of land in the SW¼NE¼ of said Section 30, described as follows:

Beginning at a point 2473.43 feet S. 0°21'24" W. of the Northwest corner of the NE¼NE¼ of said Section 30; thence N. 89°20'46" W., 55 feet to the West boundary line of a County Road; thence N. 0°21'24" E., 160 feet to the true point of beginning of the described parcel; thence continuing along the West boundary of said County Road N. 0°21'24" E., 350 feet to a point; thence S. 71° W., 560 feet, more or less, to a point; thence South 40 feet to a point; thence S. 76° E. (deeded as West in WD No. 13607, recorded February 8, 1984), a distance of 550 feet, more or less, to the true point of beginning.

Parcel 2: A parcel of land in Lot 4 (SW¼SW¼) of said Section 30, more particularly described as follows:

Beginning at the Northwest corner of Lot 4 (SW¼SW¼), which is the real point of beginning; thence East along the North boundary line of Lot 4 (SW¼SW¼), 281 feet to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence 650 feet Southwesterly parallel to said ditch to the West boundary line of Lot 4 (SW¼SW¼) to a point on said boundary line thence North to the real point of beginning.

Parcel 3: A parcel of land in Lot 2 (SW¼NW¼) of said Section 30, more particularly described as follows:

Beginning at the Northwest corner of Lot 2 (SW¼NW¼) of said Section 30, which is the real point of beginning; thence 860 feet East along the North boundary line of Lot 2 (SW¼NW¼) to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Southwesterly along a line parallel with said ditch to a point on the South boundary of Lot 2 (SW¼NW¼) which point is 790 feet East of the Southwest corner of Lot 2 (SW¼NW¼); thence West 790 feet to a point; thence North 1320 feet, more or less, to the point of beginning.

Tract XVI:

An easement to the following three (3) existing irrigation wells located in the SW¼ of Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows:

Well No. 1: Beginning at the SW corner of Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho; thence East 1050 feet, more or less; thence North 521 feet.

Well No. 2: Beginning at Well No. 1, thence North 200 feet, more or less; thence East 30 feet, more or less.

Well No. 3: Beginning at the NW corner of said SW¼, Section 17, Township 4 North, Range 26 E.B.M., Butte County, Idaho; thence East 2,140 feet; thence South 30 feet.

Well No. 1 and Well No. 2 includes the land within a radius of 25 feet of each well as contained in Warranty Deed dated April 1, 1962, and recorded December 10, 1976, under Instrument No. M-5481, records of Butte County, Idaho.

Well No. 3 is on land granted by Easement dated December 5, 1969, and recorded December 11, 1969, in Book 5 of Misc, at Page 374, Instrument No. 50880, records of Butte County, Idaho.

The Easements to these 3 wells were clarified in Grant of Easement dated June 1996, and recorded June 18, 1996, under Instrument No. 30314, records of Butte County, Idaho.

Tract XVII:

All right, title and interest in and to the easements and rights-of-way granted under that certain Irrigation Well and Pipeline Easement dated and recorded June 14, 1996 in the Official Records of Butte County, Idaho as Document No. 030304, over and across that certain real property described as follows:

From the Northwest corner of Section 20, Township 4 North, Range 26 East, Boise Meridian; thence East approximately 850 feet; thence South approximately 250 feet.

And from the above described well site, North approximately 225 feet to a point on the Aikele ditch.

This easement is for the benefit of Butte County, Idaho Tracts II, IV, VI, VII, VIII, IX, XII, XIV, and XV identified above.

JEROME COUNTY ADDITIONAL PARCEL
TRACT VII

A tract of land located in the South half of the Southwest Quarter Section 36, Township 9 South, Range 20 East, Boise Meridian, Government Lot 1 Section 2 and Government Lots 3 and 4 Section 1, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Beginning at the corner common to said Sections 1, 2, 35 and 36;
Thence North 0°20'35" West a distance of 1280.70 feet along the Westerly Boundary of said S½SW¼ Section 36 to the Southerly boundary of the Union Pacific Railroad Property;
Thence North 88°10'58" East a distance of 1608.35 feet along the Southerly boundary of said Railroad property to the Northerly boundary of said S½SW¼;
Thence North 89°40'56" East a distance of 1017.98 feet along said Northerly boundary to the Northeast corner of said S½NW¼;
Thence South 0°00'30" East a distance of 1327.13 feet to the Southeast corner of said S½SW¼ and the Northeast corner of said Government Lot 3;
Thence South 0°15'30" East a distance of 1413.39 feet along the Easterly boundary of said Government Lot 3 to the Southeast corner thereof;
Thence South 89°47'53" West a distance of 1312.50 feet to the Southwest corner of said Government Lot 3 and the Southeast corner of said Government Lot 4;
Thence South 89°47'53" West a distance of 576.92 feet along the Southerly boundary of said Government Lot 4;

Thence North 17°22'20" West a distance of 125.24 feet;
Thence South 89°02'03" West a distance of 412.47 feet;
Thence North 62°38'21" West a distance of 347.57 feet;
Thence North 63°27'27" West a distance of 157.25 feet;
Thence North 45°37'23" West a distance of 199.44 feet;
Thence North 34°48'10" West a distance of 235.24 feet;
Thence North 30°54'48" West a distance of 853.25 feet to the Northerly boundary of said
Government Lot 1 Section 2;
Thence North 89°49'52" East a distance of 879.33 feet along the Northerly boundary of said
Government Lot 1 to the POINT OF BEGINNING.

**EXHIBIT B
TO
MORTGAGE**

Irrigation Equipment

All wells, pumps, motors, pipeline, handline, filters, pivots and all related parts, equipment and appurtenances now or hereafter located on or used in connection with the real property, whether or not removed, including without limitation the following:

Eden Farm Motor Inventory – Jerome County (Tracts I, II and III)

1.	Baldor	WE326TD7330N	40hsp	pvt ser. L48604
2.	Baldor	364TCZ-6950	60 hsp	2277795
3.	Baldor	A15097V-55	60 hsp	2273895
4.	Premium efficiency	A15097V-55	60 hsp	2093299
5.	Baldor	Z0903121646	50 hsp	2361196
6.	US Electrical	A15096D-55	50 hsp	2361296
N. Mec GE (deep well)		EKJ515014	400 hsp	N/A
7.	Baldor	9L110XS1861	150 hsp	10093022
8.	Baldor	Z010416113	50 hsp	10105483
9.	GE	SXJ531166	50 hsp	10093021
SMec GE (deep well)		ELJ507015	400 hsp	N/A
10.	Leeson	N/A	40 hsp	10093022
11.	Leeson	CO302065055	100 hsp	10100355
12.	Baldor	FVH324TTDP4330BAL	40 hsp	10100354
	Boling. GE (deep well)	15K6317XC168A	350 hsp	N/A
13.	Baldor	BVC326PTDR8957DRL	75 hsp	10158970
13A	Baldor	Z0404020078	30 hsp	N/A
14.	Leeson	20403120206	30 hsp	10159129
14.	GE	60043961	60 hsp	N/A
15.	Marathon	326TTDP7042AB-L	60 hsp	N/A
16.	GE	5K625 8XH1A	75 hsp	pvt ser #10158972
17.	Baldor	Z0303200138	60 hsp	N/A
18.	N/A	N/A	N/A	N/A
19.	Baldor	Z0204190089	40 hsp	N/A
20.	Hollow Shaft motor	R-2842-00-H-060	75 hsp	10159132
25.	Lesson	N/A	40 hsp	N/A
26.	Lesson	N/A	30 hsp	N/A
25 1/4 mile wheel lines				
75 1/4 mile hand lines				

Eden Farm Booster Inventory – Jerome County (Tracts I, II, and III)

Pivot's 1,25,26	Motor 40 hsp. Model WE326TD7330N	Pump model 4RB50-4	ser #699171275
	Motor 30 hsp.	pump	n/a
	Motor 40 hsp.	pump	n/a
Pivot's 2,3	Motor 60 hsp. #364TCZ-6950	pump #91392-13.00	n/a
	Motor 60 hsp. #A15097V-55	pump #91391-13.00	n/a
Pivot's 4, 5, 6	Motor 60 hsp. #A15097V-55	pump ser# 411217 12.50	n/a
	Motor 50 hsp ser #Z0903121646	pump ser #18893-12	n/a
	Motor 50 hsp. PN# A15096D-55	pump ser #96752-12.75	n/a
Pivot's 7,8,9,15	Motor 400 hsp. ser #EKJ515014	pump #31018	n/a
	Motor 150 hsp. ser #9L110XS1861	pump #4957	n/a
	Motor 60 hsp. ser #326TTDP7042AB-L	pump #6270301	n/a
	Motor 50 hsp. Ser #SXJ531166	pump #8295	n/a
	Motor 50 hsp. Ser #Z0104160113	pump #B5887-13.25	n/a
Pivot's 10,11,12	Motor 400 hsp. Ser #ELJ 507015	pump	n/a
	Motor 100 hsp ser #C0302065055	pump ser #129354-12.50	n/a
Pivot's 13,13A,14	Motor 75 hsp model # BVC326PTDR8957DRL	pump M11825 13.5-75 hp B58128	n/a
	Motor 30 hsp. Ser # Z0404020078	pump M11823	n/a
Pivot 14	Motor 60 hsp. Ser #60043961	pump #37871004	n/a
Pivot 16	Motor 75 hsp model #5K625 8XH1A	pump ser #01877	n/a
Pivot 17	Motor 60 hsp ser #Z0303200138	pump ser #129208 12.75	n/a
Pivot 19	Motor 40 hsp. Ser #Z0204190089	pump ser #125992 12.50 #5B834A-EP	n/a

Tri-Harder Farms, Inc. – Twin Falls and Owyhee Counties (Tracts IV and V)
Irrigation Equipment List

Description pumps (# corresponds to those on plat map)		Model Number	Serial Number
Deep Well 1	Motor Lois Allis Electric 200 HP	Electric	2764272
	Pump Layne Bowler Vertiline		28289
Deep Well 2	Motor General Electric 500 HP	Electric	SJJ214028
	Pump Layne Bowler Vertiline		74-08255
Deep Well 3	Motor U.S. Electric 250 HP	Electric	1086985
	Pump Layne Bowler Vertiline		23982
Deep Well 4	Motor U.S. Electric 250 HP	Electric	1077830
	Pump Layne Bowler Vertiline		25235
Deep Well 5	Motor General Electric 400 HP	Electric	ACJ11800
	Pump Layne Bowler Vertiline		D9416
Deep Well 6	Motor General Electric 400 HP	Electric	PYJ32000
	Pump Layne Bowler Vertiline		D16670
Deep Well 7	Motor U.S. Electric 300 HP	Electric	7008964
	Pump Layne Bowler Vertiline		D03144
Deep Well 8	Motor U.S. Electric 200 HP	Electric	1408255
	Pump Johnston Pump		No Serial
Booster 1	Motor Baldor 60 HP	Electric	T101C
	Pump Paco		QF91B01426-B
Booster 2	Motor Baldor 60 HP	Electric	14H78W244
	Pump Paco		QF91B01426-A
Booster 3	Motor General Electric 150 HP	Electric	MBJ1221149
	Pump Layne Bowler Vertiline		D16328
Booster 4	Motor General Electric 150 HP	Electric	BBJ209152
	Pump Layne Bowler Vertiline		D13568
Booster 5	Motor General Electric 200 HP	Electric	FJJ606106
	Pump Layne Bowler Vertiline		D19654
Booster 6	Motor General Electric 150 HP	Electric	BBJ200150
	Pump Layne Bowler Vertiline		D12773
Booster 7	Motor General Electric 200 HP	Electric	CKJ320114
	Pump Layne Bowler Vertiline		07834
Booster 8	Motor General Electric 75 HP	Electric	PWJ302109
	Pump Layne Bowler Vertiline		D00173
Booster 9	Motor General Electric 75 HP	Electric	BJJ207551
	Pump Auroa Vertiline		V74-04608
Booster 10	Motor U.S. Electric 75 HP	Electric	6326-50-W01U32
	Pump Gould Centrifugal		93080
Booster 11	Motor U.S. Electric 75 HP	Electric	6326-50-V12V273
	Pump Gould Centrifugal		93081
Booster 12	Motor General Electric 100 HP	Electric	JKJ911143
	Pump Layne Bowler Vertiline		D19653
Booster 13	Motor Marathon Motor 200 HP	Electric	EA-96656-V163
	Pump Auroa Vertiline		76-2187

Booster 14	Motor U.S. Electric 200 HP	Electric	C6377-103
	Pump Auroa Vertiline		37770312
Booster 15	Motor General Electric 200 HP	Electric	FHJ607114
	Pump Layne Bowler Vertiline		D27364
Booster 16	Motor General Electric 200 HP	Electric	DKJ417118
	Pump Ingersoll Pump		LP20022
Booster 17	Motor Balder 60 HP	Electric	A150960
	Pump Cornell Pump		103764
Booster 18	Motor Baldor 60 HP	Electric	A150950
	Pump Cornell Pump		105039

Pivots (# corresponds to those on plat map)		Model Number	Serial Number
1.	5 Tower Reinke Pivot	660	292-C8271
2.	8 Tower Reinke Pivot	660	UNKNOWN
3.	8 Tower Reinke Pivot	660	0198-C16004
4.	3 Tower Reinke Pivot	660	1297-C15982
5.	8 Tower Reinke Pivot	660	0198-C16005
6.	8 Tower Reinke Pivot	660	0198-C15037
7.	2 Tower Reinke Pivot	660	1297-C15982
8.	4 Tower Reinke Pivot	660	0199-C17499
9.	8 Tower Reinke Pivot	660	0198-C16007
10.	5 Tower Reinke Pivot	660	0199-C17498
11.	4 Tower Reinke Pivot	660	0299-C17582
12.	8 Tower Reinke Pivot	660	493-C9665
13.	8 Tower Reinke Pivot	660	294-C10512
14.	8 Tower Reinke Pivot	665	0299-C17535
15.	8 Tower Reinke Pivot	665	0199-C17497
16.	4 Tower Reinke Pivot	660	0299-C17571
17.	4 Tower Reinke Pivot	660	0299-C17572
18.	4 Tower Reinke Pivot	660	0299-C17570
19.	7 Tower Reinke Pivot	660	0496-C13174
20.	7 Tower Reinke Pivot	660	0396-C13126
21.	8 Tower Reinke Pivot	665	0396-C13125
22.	4 Tower Reinke Pivot	660	0299-C17587
23.	7 Tower Reinke Pivot	660	0396-C13126
24.	4 Tower Reinke Pivot	660	1299-18802
25.	4 Tower Reinke Pivot	665	1299-18791
26.	8 Tower Reinke Pivot	665	1197-C15698
27.	9 Tower Reinke Pivot	665	1197-C15704
28.	8 Tower Reinke Pivot	665	0197-C14314
29.	8 Tower Reinke Pivot	665	0197-C14299
30.	8 Tower Reinke Pivot	665	1197-C15694
31.	9 Tower Reinke Pivot	665	0399-C1726
32.	4 Tower Reinke Pivot	660	0299-C17626
33.	4 Tower Reinke Pivot	660	0299-C17627
34.	4 Tower Reinke Pivot	660	0299-C17625
35.	4 Tower Reinke Pivot	660	0197-C14314

Arco Farm Wells and Booster Pumps – Butte County (Tract VI)

Well/ Booster	Motor HP	Moto Model	Motor S/N	Pump Model	Pump S/N
Well 1	150	GE 5K6323XC12A	BNJ706017		
Well 2	200		C1516-01-603		
Well 3	200		AMJ121116	Johnson	SWL101. 42
Well 4	250		EMJ519116	Johnson	
Well 5	60	PB365AA4V4B3	2E61	Johnson	
Well 6	75	1251662		Layne Bowler	44003P
Well 7	150		APJ111143	46 KHH	D24782
Well 8	100		EJJ523160	Vertiline	
Well 9	150		S13650003	Wintroath 8441	F19892
Well 10	100		1160402		
Well 11	100	5K6323BP15	NE6729538		
Well 12	150		R2688-00-172	Johnson	
B1	40	5K6256XC54A			
B2	40	5K324DR6045	483005		
B3	40	5K6237XM501E	GSI723299		
B4	30	A326UP			
B5	75	5K6267XC4A			
B6	30	A326UPH			
B7	200	5K6278XH1A			
B8				V76-70349	
B9	40	324TPH			
B10	50	5K6252XH501B	BSJ213291		
B11	30	365P	BKJ227422		
B12	40	5K6257XH5A	1064759		
B13	30				
B14	60	S21245202		Wintroath	

And also including without limitation, the equipment included on Exhibit B-1 attached hereto and made a part hereof by this reference.

Additional Jerome County Farm Parcel (Tract VII)

Equipment				
Qty	Description	Manufacturer	HP Rating	Serial #
4	Hand Lines	N/A	N/A	N/A
1280'	8" Portable aluminum main line with risers	N/A	N/A	N/A
1	Pump	Baldor	40 HP	Z0204190089

EXHIBIT B-1

In Field Equipment/Structure List (details based on equipment labels):

- 1 US Motors 30 hp pump - S# 1064759
- 2 GE Triclad 40 hp pump - S#bkj227422
- 3 Valley pivot 9 towers
- 4 Valley pivot 8 towers - Series 8000
- 5 Valley pivot 7 tower
- 6 Westinghouse 30 hp pump - S#17112
- 7 Nebraska pivot 5 tower
- 8 Old pump
- 9 Newman 30 hp pump
- 10 Wade Rain pivot 12 tower
- 11 Valley pivot 21 towers - Series 6000
- 12 GE Triclad 200 hp pump - S#gtj422126
- 13 GE 30 hp pump - S#3494715
- 14 Valley pivot 7 tower
- 15 Valley pivot 7 tower
- 16 Valley pivot 10 tower red
- 17 Valley pivot 10 tower
- 18 GE 75 hp pump - 5k6267xc4a
- 19 GE Triclad 40 hp pump - 5k324d66045
- 20 Valley pivot 8 tower
- 21 GE 40 hp pump - 5k6237xh501e
- 22 Valley pivot 9 tower
- 23 Trailer spot and garage
- 24 3 Grain silos (5,000 bushels each)
- 25 Valley pivot 8 tower
- 26 GE 30 hp pump - S#3895491
- 27 GE 100 hp pump 5k6257xh501a
- 28 Valley pump 10 tower
- 29 150 hp pump - S#5k6323xc12a (1/2 ours)
- 30 Hollowshaft 75 hp pump - S#1251662 (1/3 ours)
- 31 Valley pivot 8 tower
- 32 Valley pivot 15 tower (mostly red)
- 33 GE 150 hp pump - 5k6277xh1a
- 34 100 hp pump - 5k6267xh3a
- 35 Newman 150 hp - S#13650003
- 36 GE 40 hp pump - 5k6256xc54a
- 37 GE 100hp pump - 5k6323bf1s
- 38 Spud Cellar 50 x 500 x 16 tall
- 39 US Electric 40 hp pump - R622804004R2141106m
- 40 GE Triclad 50hp pump - 5k6252xh501b
- 41 TL pivot 7 tower
- 42 TL pivot 8 tower
- 43 US Electric high thrust 50 hp pump - r623204508r2124107
- 44 Marathon Electric 35 hp pump - ke324ttdr7955aaw
- 45 TL pivot 7 tower
- 46 Valley pivot 7 tower
- 47 Mel Brown pivot 4 tower

**EXHIBIT C
TO
MORTGAGE**

Water Rights

Current Owner	Water Right	Water Source	Priority Date	Decree Date
Standlee Family Limited Partnership	36-7093	Waste Water	11/17/1969	8/27/2001
	36-7065	Waste Water	6/11/1969	8/27/2001
	36-7141	Waste Water	11/2/1970	8/27/2001
	36-7144	Waste Water	11/18/1970	8/27/2001
	36-16527	Ground Water	4/1/1955	8/27/2001
	36-16500	Ground Water	4/1/1984	8/27/2001
	36-2243	Ground Water	2/2/1954	8/27/2001
	36-15119	Ground Water	3/1/1975	8/27/2001
	36-2303	Ground Water	6/11/1956	8/27/2001
	36-15178	Ground Water	3/1/1975	8/27/2001
	51-7172A	Ground Water	11/20/1969	4/2/2001
	51-13029	Ground Water	11/16/1962	12/1/2000
	51-13030	Ground Water	11/16/1962	12/1/2000
	51-13031	Ground Water	3/22/1958	12/1/2000
	51-13032	Ground Water	3/22/1968	12/1/2000
	51-13033	Ground Water	11/16/1962	12/1/2000
	51-13034	Ground Water	11/16/1962	12/1/2000
	51-13008	Ground Water	7/24/1968	9/28/2007
	51-13007	Ground Water	5/22/1968	9/29/2007
	51-02258	Ground Water	9/23/1963	4/26/2001
	51-02259	Ground Water	7/25/1963	4/26/2001
	51-13035	Ground Water	11/21/1960	9/28/2007
	51-13037	Ground Water	10/25/1951	9/28/2007
	51-7018A	Ground Water	7/15/1969	4/26/2001
	51-13011	Ground Water	12/17/1957	9/28/2007
	51-13005	Ground Water	12/17/1957	9/28/2007
	51-13006	Ground Water	11/21/1960	9/28/2007
	51-13014	Ground Water	11/21/1960	9/28/2007
	51-2445	Ground Water	11/4/1963	4/26/2001
	51-2444	Ground Water	10/10/1963	4/26/2001
	51-13009	Ground Water	11/21/1960	9/28/2007
	51-7108B	Ground Water	7/15/1969	12/1/2001

Ownership of the following rights is in Standlee Family Limited Partnership (or one or more of Trustor/Debtor) as successor to Natural Guardian LP:

WATER RIGHT	WATER SOURCE	PRIORITY DATE	DECREE DATE
34-7039	Ground Water	6/25/1973	12/14/2001

WATER RIGHT	WATER SOURCE	PRIORITY DATE	DECREE DATE
34-2315	Ground Water	1/7/1955	11/24/2000
34-2358A	Ground Water	2/1/1961	11/24/2000
34-2417A	Ground Water	5/1/1983	11/24/2000
34-2419A	Ground Water	5/1/1984	11/24/2000
34-2429B	Ground Water	6/22/1961	11/24/2000
34-2472A	Ground Water	12/29/1965	11/24/2000
34-12419	Ground Water	5/1/1980	5/9/2001
34-10036	Big Lost River	5/20/1884	6/27/2002
34-2272A	Waste Water	4/1/1981	5/22/2001
34-2308A	Waste Water	4/1/1981	5/22/2001
34-7154	Ground Water	1/16/1976	11/24/2000
34-7122B	Ground Water	1/16/1976	4/13/2001
34-7059C	Ground Water	1/15/1974	5/22/2001
34-14182	Big Lost River	3/27/1899	5/22/2001
34-14184	Big Lost River	5/20/1884	5/22/2001
34-14186	Ground Water	5/29/1961	11/24/2000
34-14188	Ground Water	4/20/1961	3/19/2001
34-14174	Big Lost River	5/20/1884	12/14/2001
34-14176	Big Lost River	6/01/1883	12/14/2001
34-14178	Big Lost River	3/27/1899	12/14/2001
34-14180	Ground Water	4/20/1961	12/14/2001
34-7136	Ground Water	3/26/1976	6/25/2002
34-7169	Ground Water	1/6/1977	6/25/2002
34-7080A	Ground Water	9/23/1974	6/25/2002
34-10781	Ground Water	7/23/1976	11/15/1996
34-10782	Ground Water	4/1/1934	11/15/1996
34-10820	Ground Water	10/1/1979	11/15/1996
34-10821	Ground Water	11/1/1962	11/15/1996
34-7430	Big Lost River	4/8/1983	11/30/1999

Together with all right, title and interest of Mortgagor in, to and under the following:

1. Transport Agreement for Surface Water dated May 1, 2007, by and between Natural Guardian LP as "Landowner" and Big Lost River Irrigation District as the "District"; and
2. Transport Agreement for Ground Water dated concurrently herewith, by and between Standlee Family Limited Partnership as "Landowner" and Big Lost River Irrigation District as the "District."