

RECEIVED

NOV 29 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): See Attached Exhibit A
- Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
- | |
|-------------------------------------|
| Metropolitan Life Insurance Company |
| 10801 Mastin Blvd., Suite 930 |
| Overland Park, KS 66210 |
4. Name of Water Right Owner/Claimant(s) See Attached Exhibit A
5. Expiration Date of Notification Period 10/25/2026
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) of Security Interest holder(s) 
(and title if applicable) Barry L. Bogseth, Director

For Office Use Only

Received by <u></u>	Date <u>11-29-11</u>	Fee <u>\$1075</u>
Receipted by <u></u>	Date <u>11/30/11</u>	Receipt No. <u>3032240</u>
Processed by _____	AJ Date _____	WR _____ Date _____

SUPPORT DATA

IN FILE # 43-23660

EXHIBIT A

**NOTICE OF SECURITY INTEREST
IN WATER RIGHTS**

Current Owner	Water Right No.	Priority Date
IDA GOLD FARMS LIMITED PARTNERSHIP	45-07680	10/15/90
IDA GOLD FARMS LIMITED PARTNERSHIP	45-07684	12/11/90
GERRATT, LARRY (Current); GERRATT, REX (Current)	45-11441	4/1/60
GERRATT, LARRY (Current); GERRATT, REX (Current)	45-11444	3/1/72
GERRATT, LARRY (Current); GERRATT, REX (Current)	45-11445	3/1/23
GERRATT, LARRY (Current); GERRATT, REX (Current)	45-11447	3/1/22
GERRATT, LARRY (Current)	45-02180	10/13/34
GERRATT, LARRY (Current)	45-11613	7/22/55
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-13004	10/24/61
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-10476	6/30/1985
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-02540B	10/24/61
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-13005	10/24/61
GERRATT, LARRY (Current); GERRATT, REX (Current)	43-10466	12/1/87
GERRATT, LARRY (Current); GERRATT, REX (Current)	43-10467	4/1/32
ADTD FARMS LLC (Current)	43-2492	3/18/1960
ADTD FARMS LLC (Current)	43-12990	6/30/1985
ADTD FARMS LLC (Current)	43-13621	11/10/1951
ADTD FARMS LLC (Current)	43-13623	3/10/1958
ADTD FARMS LLC (Current)	43-13625	3/10/1958
ADTD FARMS LLC (Current)	43-13627	5/1/1961

ADTD FARMS LLC (Current)	43-13629	2/12/1971
ADTD FARMS LLC (Current)	43-13631	4/14/1976
ADTD FARMS LLC (Current)	43-13633	1/4/1983
ADT FARMS LLC (Current)	43-13671	8/15/1951
ADT FARMS LLC (Current)	43-13673	3/6/1952
ADT FARMS LLC (Current)	43-13675	10/30/1962
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-2366B	8/15/1951
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-2555B	10/30/1962
IDA GOLD FARMS LIMITED PARTNERSHIP (Current)	43-2375B	3/6/1952
ADTD FARMS LLC (Current)	43-13620	11/10/1951
ADTD FARMS LLC (Current)	43-13622	3/10/1958
ADTD FARMS LLC (Current)	43-13624	3/10/1958
ADTD FARMS LLC (Current)	43-13626	5/1/1961
ADTD FARMS LLC (Current)	43-13628	2/12/1971
ADTD FARMS LLC (Current)	43-13630	4/14/1976
ADTD FARMS LLC (Current)	43-13632	1/4/1983
ADTD FARMS LLC (Current)	43-13689	2/12/1971
WHEELER, DIANA; WHEELER, MICHAEL (Current)	43-13690	2/12/1971
ADTD FARMS LLC (Current)	43-10040	4/13/1959
ADTD FARMS LLC (Current)	43-10042	12/31/1917
MIDWAY DAIRY LLC (Current)	43-13672	5/15/1951
MIDWAY DAIRY LLC (Current)	43-13674	3/6/1952
MIDWAY DAIRY LLC (Current)	43-13676	10/30/1962

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

WHEN RECORDED RETURN TO:

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

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW

11:30:25 am 11-28-2011

2011-004835

No. Pages: 69

Fee: \$214.00

JOSEPH W. LARSEN

County Clerk

Deputy: VIKI

(space above reserved for recorder's use)

#48649

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING
(Cassia County, Idaho)**

DATED: November 18, 2011

FROM:

MORTGAGOR
IDA GOLD FARMS, LIMITED PARTNERSHIP, an Idaho limited partnership,
ADT FARMS, LLC, an Idaho limited liability company,
ADTD FARMS, LLC, an Idaho limited liability company,
MIDWAY DAIRY, L.L.C., an Idaho limited liability company, and
RELAR FARMS, LLC, an Idaho limited liability company
246 E 300 S
Burley, Idaho 83318

TO:

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

MORTGAGEE

Mortgagor is the owner of the real property in Cassia County, Idaho described on the attached Exhibit A.

Mortgagee has loaned or agreed to loan to Mortgagor the original aggregate principal amount of TWENTY MILLION AND NO/100 Dollars (\$20,000,000.00) on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note (the "Note"), 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 October 25, 2026. The Note and any documents or instruments given in renewal, modification, substitution or addition to the Note originally issued, are collectively referred to herein as the "Note." The Note provides that the interest rate and payment terms may be adjusted. The loan is subject to those terms and conditions contained in a Loan Agreement of even date 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 other amounts payable under the Note, including without limitation, prepayment premiums (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, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amount, with interest thereon as provided in Section 13.4 below, payable by Mortgagor to Mortgagee under the provisions of Section 4 of the Agreement, to the extent Mortgagee specifically elects by written notice to Mortgagor to include such amounts in the Indebtedness.

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

A. The real property in Cassia County, Idaho described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Real Property");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, including, without limitation, (i) houses, barns, sheds, warehouses, pumphouses, bunkhouses, mobile homes, modular homes, hothouses and all other buildings, (ii) grain bins, grain storage facilities and attachments used to move grain within storage facilities or maintain or modify grain quality, storage bins, metal sheds and buildings, water towers, and windmills, (iii) all towers, fences, gates and posts, (iv) all electric, water and gas lines, wiring, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats and control valves, (v) air conditioning and heating equipment including coils, compressors, ducts and heaters, (vi) all wall to wall carpet, refrigerators, stoves and other built-in equipment, and (vii) all additions, substitutions and replacements thereof now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

C. All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, trees and timber now or hereafter located on the Real Property or under or above the same or any part or

parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

D. All improvements, furnishings, fixtures (including trade fixtures), supplies, equipment, construction materials, inventory and other articles of personal property now owned or hereafter acquired by the Mortgagor that now or hereafter are located on, affixed or attached to, or incorporated in the Real Property or the improvements thereon, including (i) all irrigation equipment, including pumps, motors, pipes, pivots, drip systems, (ii) all milk handling, milk storage, milk processing, and milking equipment now or hereafter located on the Real Property, (iii) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business located on the Real Property, (iv) all sewage handling and disposal equipment, including without limitation all motors, pumps, couplings, brackets, grates, tanks and piping, and (iv) all substitutions for, or replacements of, the foregoing; and including, without limitation, the items listed on attached Exhibit B (the "Equipment and Improvements");

E. All present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, 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;

F. All water, water rights, ditches and ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and all water delivery contracts, water rights purchase agreements or options to purchase water rights and any such rights acquired in the future, which entitle Mortgagor to use water for any purpose upon the Real Property, including, but not limited to the rights and interests of Mortgagor in and to that certain Well Agreement with Easement dated as of March 20, 2002, and recorded in the Official Records of Cassia County, Idaho on March 25, 2002 as Document No. 280471, a duplicate version of which was dated March 15, 2005 and recorded in the Official Records of Cassia County, Idaho on March 16, 2005 as Document No. 300966, and the water rights listed on attached Exhibit C (the rights and interests described in this paragraph are referred to herein as

the "Water Rights");

G. All milk, cream, and other dairy products (the "Dairy Products"), and all receivables thereof (the "Receivables");

H. All of Mortgagor's right, title and interest in all leases of or pertaining to the Real Property;

I. All crops and other farm products now or hereafter growing or grown on the Real Property (the "Crops").

J. All rights and/or interest arising under all contracts, leases, permits, licenses, plans or intangible property now or hereafter related to or affecting the Real Property (the "Intangibles").

K. All accessions, parts, or additions to and all replacements of and substitution for any of the property described in the preceding clauses;

L. All products of any of the property described on the preceding subparagraphs and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in the preceding clauses (including the Dairy Products and Receivables); provided, that by accepting a security interest in proceeds Mortgagee does not consent to sale or other disposition of any of the foregoing;

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

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

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

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

2. **POSSESSION AND MAINTENANCE OF THE PROPERTY**

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

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

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

2.4 Removal of Improvements. Mortgagor shall maintain and not demolish or remove any improvements from the Property without the prior written consent of Mortgagee. Mortgagee shall consent if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and equipment now or hereafter installed in, attached to or used in connection with the Property, including but not limited to mobile homes, fences, corrals, dairy parlors, confinement facilities, silos, elevators, storage facilities and irrigation facilities. Notwithstanding the foregoing, Mortgagor may sell or otherwise dispose of Equipment and Improvements subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property not exceeding in value at the time of disposition thereof \$10,000 for any single transaction or a total of \$25,000 in any fiscal year, upon replacing or substituting the same with a replacement of at least equal capacity and functionality and not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage and which shall remain free and clear of any lien, including, without limitation, vendors' liens.

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

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

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

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

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

3. TAXES, ASSESSMENTS AND LIENS

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

3.2 Right to Contest. Mortgagor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized as determined by Mortgagee. If the Property is subjected to a lien which is not discharged within 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 agricultural use classification of the Property on the tax roll, and not to allow any act or omission which would disqualify the Property for assessment as agricultural use.

4. PROPERTY DAMAGE INSURANCE

4.1 Maintenance of Insurance. Mortgagor shall carry such insurance as the Mortgagee may reasonably require. This shall include policies of fire and tornado insurance covering all improvements on the Property for at least their insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee, liability insurance and insurance against such other risks as may be specified by the Mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 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. In the event of any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, and (2) Mortgagee has determined that (i) its lien and security interest in the Property has not been impaired, and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all requirements relating to land and building construction, use and maintenance, including, without limitation, planning, zoning, subdivision, environmental, air quality, waste disposal, water runoff, odor, flood hazard, fire safety, handicapped facilities and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any of the foregoing, and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions, which now or hereafter pertain to and/or affect the design, construction, existence, operation or use and occupancy of the Property, or any part thereof, or any business conducted thereon to a condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to such damage or destruction (the "Restoration"), then Mortgagor shall commence and diligently pursue to completion the Restoration. With respect to casualty losses in excess of \$10,000, such insurance proceeds less the reasonable cost, if any, to Mortgagee of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees, and fees incurred in Mortgagee's performance of its obligations hereunder (the "Net Insurance Proceeds") shall be held and disbursed by Mortgagee, at its option and according to Mortgagee's customary practice, to the Restoration. In the event that the above conditions for Restoration have not been met, Mortgagee may, at its option, apply the Net Insurance Proceeds to the reduction of the Indebtedness in such order as Mortgagee may determine. In the event that all or any portion of the Net Insurance Proceeds are applied to repay Mortgagor's Indebtedness as provided herein,

after payment in full of the Secured Indebtedness, any remaining Net Insurance Proceeds shall be paid to Mortgagor.

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

5. WARRANTIES OF MORTGAGOR

5.1 Title. Mortgagor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those special exceptions 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, and Agreement 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 Notes 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 Mortgagor 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 Mortgagor.

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

(a) Mortgagor pays the tax or charge imposed by the state tax, and

(b) Mortgagor pays the tax or charge within 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 constituting Mortgagor, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. If Mortgagor or a prospective transferee applies to Mortgagee for consent to a transfer, Mortgagee may require such

information as may be reasonably necessary for Mortgagee to assess the prospective transferee's prior business experience, reputation and financial ability to perform Mortgagor's obligations under this Mortgage. For the purpose of this Section 8.1, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal or equitable title to the Property except for the grant of a security interest in the Crops made for Operating Financing that is made in compliance with the terms of the Loan Agreement;

(b) Any lease of the Property, or portion thereof, with a term greater than one year;

(c) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

Notwithstanding the foregoing, in the absence of an event of default, transfers of up to twenty percent (20%) of the equity ownership interest, determined in the aggregate, in any entity constituting Mortgagor to a current member's immediate family member shall be permitted upon the satisfaction of the following conditions: (i) such transfer shall comply with all applicable state and federal laws; (ii) Mortgagee shall be provided with thirty (30) days' prior written notice; (iii) Mortgagor shall provide Mortgagee with all such information regarding the transferees as Mortgagee shall deem necessary to confirm compliance with the OFAC representations set forth in Section 32 of the Borrower's Closing Certificate of even date herewith; and (iv) following such transfer all other covenants and representations set forth in this Mortgage, the Agreement and Borrower's Closing Certificate shall remain satisfied.

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

8.3 Effect of Consent. Consent by Mortgagee to one transfer shall not constitute 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 Notes or waive any right or remedy under this Mortgage or the Notes without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the

Indebtedness.

8.4 Milk Assignment. Mortgagor covenants and agrees that it will make no further or future assignments of the proceeds of the agreements under which any Mortgagor sells Dairy Products produced at the Real Property, or otherwise alter the operations or assets located on the Property or otherwise alter the first priority position of the assignment of the Dairy Products proceeds to Mortgagee in a manner which would alter or eliminate Mortgagee's right, under Section 9.5 below and this Mortgage, to receive from Mortgagor's proceeds of the sale of Dairy Products sums sufficient to satisfy the monthly payments due under the Note. A breach of this covenant shall constitute an event of default hereunder at the option of the Mortgagee.

9. SECURITY AGREEMENT; SECURITY INTEREST; ASSIGNMENT OF LEASES

9.1 Security Agreement. This instrument shall constitute a security agreement with respect to the fixtures, Income, Water Rights, Dairy Products, Receivables, Crops, Equipment and Improvements and other Personal Property included in the description of the Property.

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

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

246 E 300 S
Burley, ID 83318

Additional information regarding entity comprising Mortgagor:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Entity No.</u>
Ida Gold Farms, Limited Partnership	Idaho	limited partnership	L-2129
ADT Farms, LLC	Idaho	limited liability company	W-15454
ADTD Farms, LLC	Idaho	limited liability company	W-15455
Midway Farms, L.L.C.	Idaho	limited liability company	W-17077
Relar Farms, LLC	Idaho	limited liability company	W-15453

9.4 Assignment of Leases.

9.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, the Income, and all of Mortgagor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof, and any agreement for the use or occupancy of all or any part of said Property or any adjoining property used for the benefit of the Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Mortgagor or in Mortgagor becoming entitled to the payment of money for the use of the Property or any other property or assets benefitting the Property or any part thereof whether such user or occupier is 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 or adjoining property used for the benefit of the Property; together with all of Mortgagor's right, title, and interest in and to all income, rents, issues, royalties, 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).

9.4.5 As additional collateral and to further secure the Indebtedness and other obligations of Mortgagor, Mortgagor does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Mortgagee, its successors and assigns, all of Mortgagee's right, title, and interest in, to, and under all franchise agreements, spreading agreements, management contracts, construction contracts, water production contracts, wastewater discharge permits and contracts, well site agreements, well sharing and use agreements, equipment leases, insurance policies, general intangibles and other contracts, licenses and permits map approvals and conditional use permits, whether written or oral, now or hereafter affecting or benefitting all or any part of the Property or the use thereof or adjoining property used for the benefit of the Property, which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Mortgagee's right, title, and interest in and to all income, issues, royalties, profits,

rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing collateral assignment encompasses the right, after the occurrence and during the continuation of an event of default, to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Mortgagee or which Mortgagee may now or shall hereafter become entitled to demand or claim, under the Contracts.

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

10. RELEASE ON FULL PERFORMANCE.

If all of the Indebtedness is paid when due and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall 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 10 days after receipt of written notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within 10 days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed 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 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, 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 Notes), 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 Notes or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Notes 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 Notes of even date herewith. Once this written notice has been given by the Mortgagee, the Mortgagor is entitled to receive any such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Mortgagor.

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

Exhibit A	Legal Description
Exhibit B	Equipment
Exhibit C	Water Rights

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

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

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

[Remainder of this page intentionally left blank.]

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

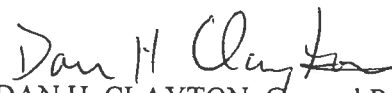
MORTGAGOR:

IDA GOLD FARMS, LIMITED PARTNERSHIP,
an Idaho limited partnership

By: 
REX GERRATT aka DONALD REX GERRAT,
General Partner

By: 
LARRY GERRATT, General Partner

By: 
ALAN GERRATT, General Partner

By: 
DAN H. CLAYTON, General Partner

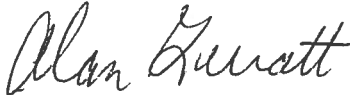
By: 
TODD GERRATT, General Partner

By: 
DAVE GERRATT aka DAVID CHARLES
GERRATT, General Partner

By: 
STEVE GERRATT aka STEVEN MERLE
GERRATT, General Partner

[Signatures continued on following page.]

ADT FARMS, LLC, an Idaho
limited liability company

By: 
ALAN GERRATT, Member

By: 
DAN H. CLAYTON, Member

By: 
TODD GERRATT, Member

ADTD FARMS, LLC, an Idaho
limited liability company

By: 
ALAN GERRATT, Member

By: 
DAN H. CLAYTON, Member

By: 
TODD GERRATT, Member

By: 
DAVE GERRATT aka DAVID CHARLES
GERRATT, Member

By: 
STEVE GERRATT aka STEVEN MERLE
GERRATT, Member

[Signatures continued on following page.]

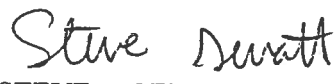
MIDWAY DAIRY, L.L.C., an Idaho
limited liability company

By: 
ALAN GERRATT, Member

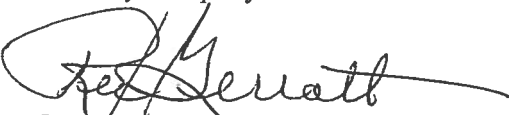
By: 
DAN H. CLAYTON, Member

By: 
TODD GERRATT, Member

By: 
DAVE GERRATT aka DAVID CHARLES
GERRATT, Member

By: 
STEVE GERRATT aka STEVEN MERLE
GERRATT, Member

RELAR FARMS, LLC, an Idaho
limited liability company

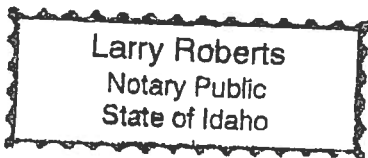
By: 
REX GERRATT aka DONALD REX GERRATT,
Member

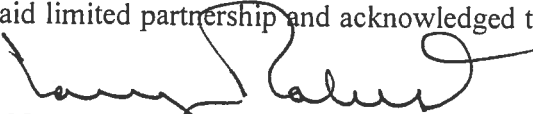
By: 
LARRY GERRATT, Member

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

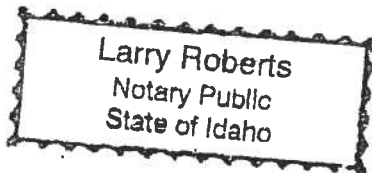
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Rex Gerratt aka Donald Rex Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

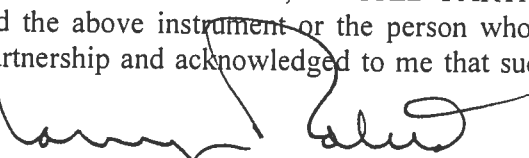



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

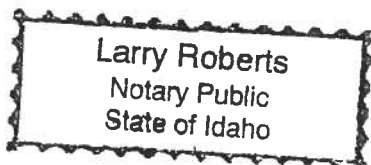
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Larry Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

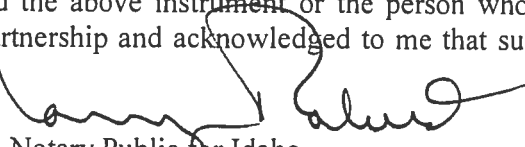



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

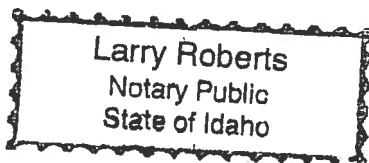
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Alan Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

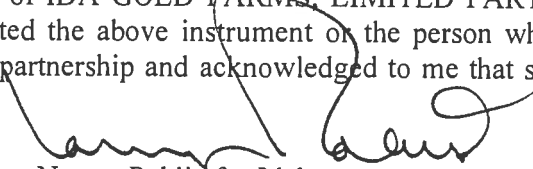



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

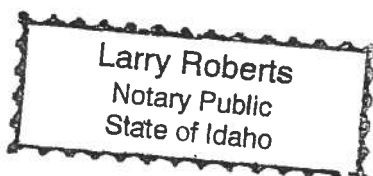
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Dan H. Clayton, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

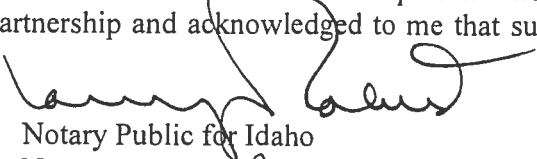



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

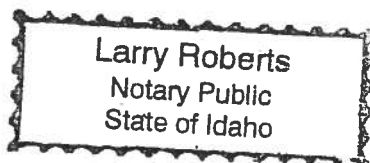
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Todd Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

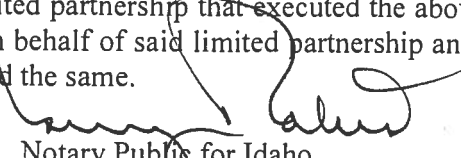



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

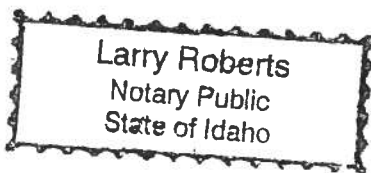
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Dave Gerratt aka David Charles Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

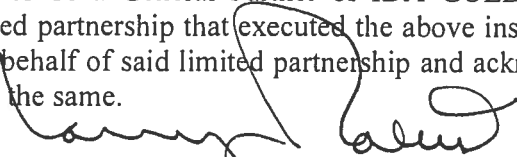



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

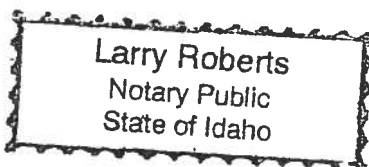
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Steve Gerratt aka Steven Merle Gerratt, known or identified to me to be a General Partner of IDA GOLD FARMS, LIMITED PARTNERSHIP, the Idaho limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

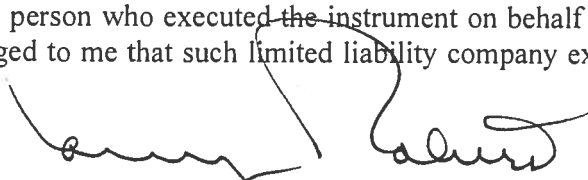



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

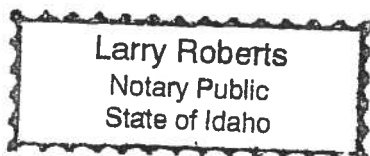
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Alan Gerratt, known or identified to me to be the Member of ADT FARMS, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

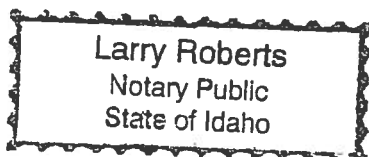
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Dan H. Clayton, known or
identified to me to be the Member of ADT FARMS, LLC, the Idaho limited liability company
that executed the above instrument or the person who executed the instrument on behalf of said
limited liability company and acknowledged to me that such limited liability company executed
the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-2015

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Todd Gerratt, known or
identified to me to be the Member of ADT FARMS, LLC, the Idaho limited liability company
that executed the above instrument or the person who executed the instrument on behalf of said
limited liability company and acknowledged to me that such limited liability company executed
the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Alan Gerratt, known or identified to me to be the Member of ADTD FARMS, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

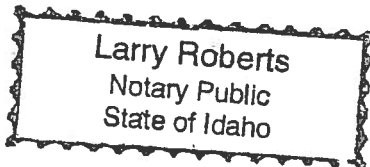


A handwritten signature in cursive script, appearing to read "Larry Roberts".

Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Dan H. Clayton, known or identified to me to be the Member of ADTD FARMS, LLC, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

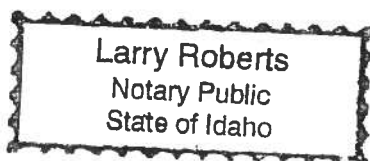


A handwritten signature in cursive script, appearing to read "Larry Roberts".

Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

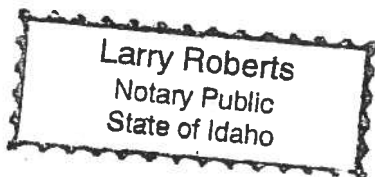
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Todd Gerratt, known or
identified to me to be the Member of ADTD FARMS, LLC, the Idaho limited liability company
that executed the above instrument or the person who executed the instrument on behalf of said
limited liability company and acknowledged to me that such limited liability company executed
the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF)

On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Dave Gerratt aka David
Charles Gerratt, known or identified to me to be the Member of ADTD FARMS, LLC, the Idaho
limited liability company that executed the above instrument or the person who executed the
instrument on behalf of said limited liability company and acknowledged to me that such limited
liability company executed the same.

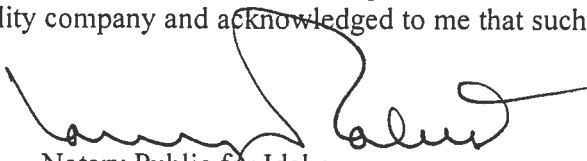



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

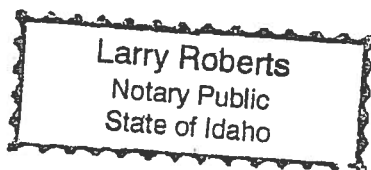
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Steve Gerratt aka Steven
Merle Gerratt, known or identified to me to be the Member of ADTD FARMS, LLC, the Idaho
limited liability company that executed the above instrument or the person who executed the
instrument on behalf of said limited liability company and acknowledged to me that such limited
liability company executed the same.

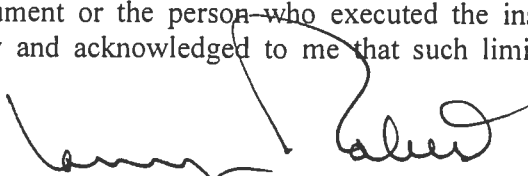



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

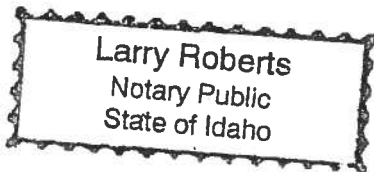
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Alan Gerratt, known or
identified to me to be the Member of MIDWAY DAIRY, L.L.C., the Idaho limited liability
company that executed the above instrument or the person who executed the instrument on
behalf of said limited liability company and acknowledged to me that such limited liability
company executed the same.

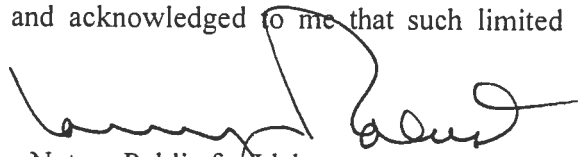



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

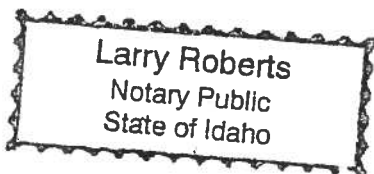
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Dan H. Clayton, known or
identified to me to be the Member of MIDWAY DAIRY, L.L.C., the Idaho limited liability
company that executed the above instrument or the person who executed the instrument on
behalf of said limited liability company and acknowledged to me that such limited liability
company executed the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

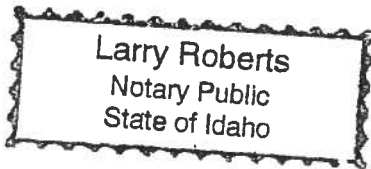
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Todd Gerratt, known or
identified to me to be the Member of MIDWAY DAIRY, L.L.C., the Idaho limited liability
company that executed the above instrument or the person who executed the instrument on
behalf of said limited liability company and acknowledged to me that such limited liability
company executed the same.

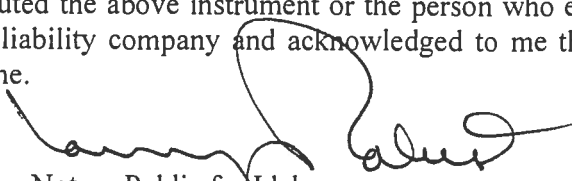



Notary Public for Idaho
Name: Larry Roberts
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STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

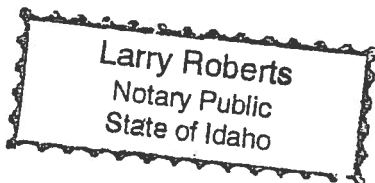
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Dave Gerratt aka David Charles Gerratt, known or identified to me to be the Member of MIDWAY DAIRY, L.L.C., the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

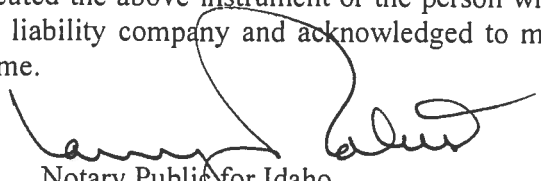



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COUNTY OF Cassia)

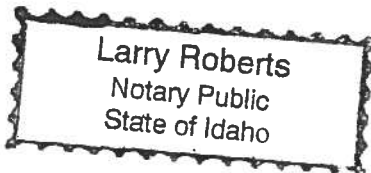
On this 23 day of November, in the year of 2011, before me, Larry Roberts, a Notary Public, personally appeared Steve Gerratt aka Steven Merle Gerratt, known or identified to me to be the Member of MIDWAY DAIRY, L.L.C., the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

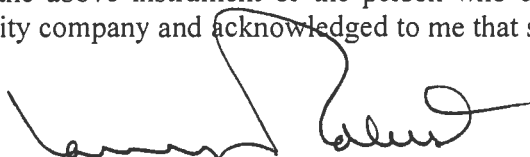



Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF)

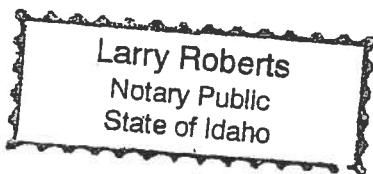
On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Rex Gerratt aka Donald
Rex Gerratt, known or identified to me to be the Member of RELAR FARMS, LLC, the Idaho
limited liability company that executed the above instrument or the person who executed the
instrument on behalf of said limited liability company and acknowledged to me that such limited
liability company executed the same.




Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 23 day of November, in the year of 2011, before me,
Larry Roberts, a Notary Public, personally appeared Larry Gerratt, known or
identified to me to be the Member of RELAR FARMS, LLC, the Idaho limited liability company
that executed the above instrument or the person who executed the instrument on behalf of said
limited liability company and acknowledged to me that such limited liability company executed
the same.



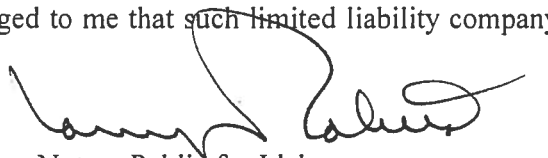

Notary Public for Idaho
Name: Larry Roberts
My Commission Expires on 6-30-15

**EXHIBIT A
TO
MORTGAGE**

Legal Description

TRACT A

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: S½

EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of said Section 26, said corner marked by a
U.S. General Land Office Pipe with brass cap which shall be the Point of
Beginning;

Thence North 0°27'21" West for 96.21 feet (rec as 96.22 feet);

Thence South 89°58'05" West for 401.24 feet;

Thence South 00°01'55" East for 6.82 feet;

Thence South 89°49'54" West for 27.65 feet;

Thence South 00°24'19" East for 89.36 feet;

Thence North 89°57'52" East for 429.02 feet (rec as 428.94 feet).

EXCEPTING THEREFROM, that portion deeded to the Burley Highway
District.

Tract No. 2:

Beginning at the Southwest corner of Section 26, Station 29+52.189, 7.541 meters
(24.74 feet) left of said Project centerline;

Thence North 89°57'50" East along the South boundary of SW¼ of said Section
26 for a distance of 803.758 meters (2637.00 feet) to the S¼ corner of said
Section 26, Station 37+55.978, 9.462 meters (31.04 feet) left of said
Project centerline;

Thence North 89°57'50" East along the South boundary of the SE¼ for a distance
of 672.739 meters (2207.14 feet), Station 44+28.716, 8.721 meters (28.61
feet) left of said Project centerline;

Thence North 00°24'19" West for a distance of 3.471 meters (11.39 feet), Station
44+28.698, 12.192 meters (40.00 feet) left of said Project centerline;

Thence South 89°54'03" West and being parallel with the centerline of said
Project for a distance of 672.737 meters (2207.14 feet) to a point on the

West boundary of the SE¼ of said Section 26, Station 37+55.919, 12.192 meters (40.00 feet) left of said Project centerline;
Thence North 89°53'57" West and being parallel with the centerline of said Project for a distance of 803.776 meters (2637.06 feet) to a point on the West boundary of the SW¼ of said Section 26, Station 29+52.144, 12.192 meters (40.00 feet) left of said Project centerline;
Thence South 00°27'00" East along the West boundary of the SW¼ of said Section 26 for a distance of 4.651 meters (15.26 feet) to the Point of Beginning.

Tract No. 3:

Commencing at the Southeast section corner (monumented by a G.L.O. brass cap); Thence South 89°57'52" West along the South section boundary for 429.02 feet to a ½ inch rebar (recorded as North 89°34'28" West for 428.94 feet); Thence North 00°24'19" West for 11.39 feet, which shall be the True Point of Beginning;
Thence continuing South 89°54'05" West along the South section boundary for 329.85 feet to a ½ inch rebar;
Thence North 55°29'13" East for 433.07 feet to a ½ inch rebar;
Thence South 0°01'55" East for 166.76 feet to a ½ inch rebar;
Thence South 89°49'54" West for 27.65 feet to a ½ inch rebar;
Thence South 0°24'19" East for 77.97 feet to the True Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: N½, **EXCEPTING THEREFROM** the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the NW¼NW¼ of said Section 26;
Thence West 300 feet;
Thence South 300 feet;
Thence East 700 feet;
Thence North 300 feet;
Thence West 400 feet to the Point of Beginning.

Tract No. 2:

Commencing at the Northeast section corner (Monumented by a G.L.O. Brass Cap), Thence South 0°26'11" East (Recorded as South) along the East section boundary for 640.25 feet to a ½ inch rebar and the True Point Of Beginning;
Thence continuing South 0°26'11" East along the East section line for 1457.51 feet to a ½ inch rebar;

Thence South 89°32'15" West for 796.23 feet to a ½ inch rebar;
Thence North 02°20'11" West for 457.51 feet to a ½ inch rebar;
Thence South 89°49'57" West for 557.55 feet to a ½ inch rebar;
Thence North 0°48'35" West for 403.40 feet to a ½ inch rebar;
Thence South 88°42'21" West for 479.10 feet to a ½ inch rebar;
Thence North 0°43'46" West for 605.18 feet to a ½ inch rebar;
Thence North 89°40'06" East for 1853.73 feet to the True Point Of Beginning.

Tract No. 3:

Beginning at the Northeast corner of said Section 26, said corner marked by a U.S. G.L.O. iron pipe with a brass cap on top which shall be the Point of Beginning;
Thence South 00°00'27" East (South 00°26'11" East, rec.) along the East section line of Section 26 for a distance of 640.19 feet (640.25 feet, rec.) to a ½ inch rebar;
Thence North 89°54'40" West (North 89°40'06" West, rec.) for a distance of 1854.06 feet (1853.73 feet, rec.) to a ½ inch rebar;
Thence North 00°18'29" West for a distance of 649.02 feet to a ½ inch rebar on the North line of Section 26;
Thence South 89°38'22" East along said North line for a distance of 1857.50 feet to the Point of Beginning.

Tract No. 4:

Beginning at the Northeast corner of said Section 26, said corner marked by a U.S. G.L.O. iron pipe with a brass cap on top; Thence North 89°38'22" West along the North line of Section 26 for a distance of 1857.50 feet to a ½ inch rebar; Thence South 00°18'29" East for a distance of 649.02 feet to a ½ inch rebar; Thence South 00°18'49" East (South 00°43'46" East, rec.) for a distance of 605.18 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°07'46" East (North 88°42'21" East, rec.) for a distance of 479.11 feet (479.10 feet, rec.) to a ½ inch rebar;
Thence South 00°22'53" East (South 00°48'35" East, rec.) for a distance of 403.31 feet (403.40 feet, rec.) to a ½ inch rebar;
Thence South 89°44'33" East (South 89°49'57" East, rec.) for a distance of 557.54 feet (557.55 feet, rec.) to a ½ inch rebar;
Thence South 01°55'19" East (South 02°20'11" East, rec.) for a distance of 60.00 feet to a ½ inch rebar;
Thence North 89°38'22" West for a distance of 1038.83 feet to a ½ inch rebar;
Thence North 00°18'49" West for a distance of 451.97 feet to the Point of Beginning.

Tract No. 5:

Beginning at the Northeast corner of said Section 26, said corner marked by a U.S. G.L.O. iron pipe with a brass cap on top; Thence South 00°00'27" East (South 00°26'11" East, rec.) along the East line of Section 26 for a distance of 2097.70 feet to a ½ inch rebar which shall be the Point of Beginning;

Thence South 00°00'27" East along the East line of Section 26 for a distance of 65.54 feet to a ½ inch rebar;

Thence North 89°38'22" West for a distance of 26.11 feet to a ½ inch rebar;

Thence North 89°38'22" West for a distance of 768.22 feet to a ½ inch rebar;

Thence North 01°55'19" West for a distance of 60.00 feet to a ½ inch rebar;

Thence North 89°57'31" East (North 89°32'15" West, rec.) for a distance of 796.32 feet (796.23 feet, rec.) to the Point of Beginning.

Tract No. 6:

Beginning at the East ¼ corner of said Section 26, said corner marked by a U.S. G.L.O. iron pipe with a brass cap on top; Thence North 00°00'27" West along the east line of Section 26 for a distance of 413.12 feet to the Point of Beginning;

Thence North 89°38'22" West for a distance of 24.82 feet to a ½ inch rebar;

Thence North 89°38'22" West for a distance of 846.59 feet to a ½ inch rebar;

Thence North 00°00'27" West for a distance of 528.00 feet to a ½ inch rebar;

Thence South 89°38'22" East for a distance of 61.79 feet to a ½ inch rebar;

Thence South 01°55'19" East for a distance of 457.51 feet to a ½ inch rebar;

Thence South 89°38'22" East for a distance of 768.22 feet to a ½ inch rebar;

Thence South 89°38'22" East for a distance of 26.11 feet to a ½ inch rebar on the east line of Section 26;

Thence South 00°00'27" East along said line for a distance of 70.81 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: A portion of the SE¼SE¼, more particularly described as follows:

Commencing at the Southeast corner of said Section 26, monumented by a brass cap in a vault, thence along the South section line thereof South 89°57'52" West 429.02 feet to a point marked by a ½ inch rebar; Thence North 00°24'19" West 11.39 feet to a point marked by a ½ inch rebar; said point being the True Point of Beginning;

Thence South 89°54'05" West 329.85 feet to a point marked by a ½ inch rebar;

Thence North 55°29'13" East 433.07 feet to a point marked by a ½ inch rebar;

Thence South 00°01'55" East 159.94 feet to a point marked by a ½ inch rebar;

Thence South 89°58'05" West 27.69 feet to a point marked by a ½ inch rebar;
Thence South 00°24'19" East 6.88 feet to a point marked by a ½ inch rebar;
Thence South 00°24'19" East 77.97 feet to the True Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: A part of the SE¼, more particularly described as follows:

Commencing at the Southeast section corner (monumented by a G.L.O. brass cap); Thence North 0°27'21" West (recorded as North) along the East section boundary for 90.35 feet to a ½ inch rebar; thence South 89°49'54" West for 401.29 feet to a ½ inch rebar and the True Point of Beginning;
Thence continuing South 89°49'54" West for 27.65 feet to a ½ inch rebar;
Thence North 00°24'19" West for 6.88 feet to a ½ inch rebar;
Thence North 89°58'05" East for 27.69 feet to a ½ inch rebar;
Thence South 00°01'55" East for 6.82 feet to the True Point of Beginning.

TRACT B

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: Part of the NE¼NE¼, more particularly described as follows:

Beginning at the Northeast corner of the NE¼NE¼ of said Section 36;
Thence West 230 feet along section line to a point;
Thence South 225 feet to a point;
Thence East 230 feet to a point on East line of said Section 36;
Thence North along east section line for 225 feet to the True Point of Beginning.

EXCEPTING THEREFROM, the following described tract:

A parcel of land being on the South side of the centerline of Project No. STP-2837(100), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the NE¼NE¼ of said Section 36; Beginning at the Northeast corner of Section 36, Station 61+67.712, 1.990 meters (6.53 feet) right of said Project centerline which shall be the Point of Beginning;
Thence North 89°56'03" West along the North boundary of the NE¼NE¼ of Section 36 for a distance of 70.104 meters (230.00 feet) Station 60+97.612, 1.342 meters (4.40 feet) right of said Project centerline;

Thence South 00°28'14" East for a distance of 10.850 meters (35.60 feet) Station 60+97.613, 12.192 meters (40.00 feet) right of said Project centerline;
Thence North 89°32'10" East and being parallel with the centerline of said Project for a distance of 70.101 meters (229.99 feet) to a point on the East boundary of the NE¼NE¼ of said Section 36, Station 61+67.714, 12.192 meters (40.00 feet) right of said Project centerline;
Thence North 00°28'14" West along the East boundary of the NE¼NE¼ of Section 36 for a distance of 10.202 meters (33.47 feet) to the Northeast corner of said Section 36 which is the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: S½S½

EXCEPTING THEREFROM, the following described tracts:

A parcel of land being on the North side of the centerline of Project No. STP-2837 (100), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the SW¼ and the SE¼ of Section 25, Township 10 South, Range 26 East, Boise Meridian, described as follows:
Beginning at the Southwest corner of said Section 25, Station 45+59.530, 8.578 meters (28.14 feet) left of said Project centerline;
Thence North 89°48'38" East along the South boundary of Section 25 for a distance of 804.633 meters (2639.87 feet) to the S¼ corner of said Section 25, Station 53+64.162, 5.441 meters (17.85 feet) left of said Project centerline;
Thence South 89°56'03" East along the South boundary of Section 25 for a distance of 803.586 Meters (2636.44 feet) to the Southeast corner of Section 25, Station 61+67.712, 1.990 meters (6.53 feet) right of said Project centerline;
Thence North 00°29'01" West along the East boundary of the SE¼ of said Section 25 for a distance of 14.182 meters (46.53 feet) Station 61+67.708, 12.192 meters (40.00 feet) left of said Project centerline;
Thence South 89°32'10" West and being parallel with the centerline of said Project for a distance of 803.547 meters (2636.30 feet) to a point on the West boundary of the SE¼ of said Section 25, Station 53+64.162, 12.192 meters (40.00 feet) left of said Project centerline;
Thence South 89°35'14" West and being parallel with the centerline of said Project for a distance of 804.624 meters (2639.84 feet) to a point on the West boundary of the SW¼ of said Section 25, Station 45+59.527, 12.192 meters (40.00 feet) left of said Project centerline;

Thence South 00°27'27" East along the West boundary of the SW¼ of said Section 25 for a distance of 3.614 meters (11.86 feet) to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: Part of the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 26, said corner marked by a U.S. General Land Office Pipe with brass cap which shall be the Point of Beginning;

Thence North 0°27'21" West for 96.21 feet (rec as 96.22 feet);

Thence South 89°58'05" West for 401.24 feet;

Thence South 00°01'55" East for 6.82 feet;

Thence South 89°49'54" West for 27.65 feet;

Thence South 00°24'19" East for 89.36 feet;

Thence North 89°57'52" East for 429.02 feet (rec as 428.94 feet).

EXCEPTING THEREFROM, that portion deeded to the Burley Highway District.

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: N½, N½S½

EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the NE¼NE¼ of said Section 36;

Thence West 230 feet along section line to a point;

Thence South 225 feet to a point;

Thence East 230 feet to a point on East line of said Section 36;

Thence North along East section line for 225 feet to the True Point of Beginning.

Tract No. 2:

A parcel of land being on the South side of the centerline of Project No. STP-2837 (100), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the NW¼ and the NE¼ of Section 36, Township 10 South, Range 26 East, Boise Meridian, described as follows:

Beginning at the Northwest corner of Section 36, Station 45+59.530, 8.578 meters (28.14 feet) left of Project centerline; Thence North 89°48'38" East along the North boundary of the NW¼ of said Section 36 for a distance of 73.457 meters (241.00 feet) Station 46+32.986, 8.291 meters (27.20 feet) left of said Project centerline and being the True Point of Beginning; Thence North 89°48'38" East along the North boundary of the NW¼ of said Section 36 for a distance of 731.176 meters (2398.87 feet) to the N¼ corner of said Section 36, Station 53+64.162, 5.441 meters (17.85 feet) left of said Project centerline; Thence South 89°56'03" East along the North boundary of the NE¼ of said Section 36 for a distance of 733.482 meters (2406.43 feet) Station 60+97.612, 1.342 meters (4.40 feet) right of said Project centerline; Thence South 00°28'14" East for a distance of 10.850 meters (35.60 feet) Station 60+97.613, 12.192 meters (40.00 feet) right of said Project centerline; Thence South 89°32'10" West and being parallel with the centerline of said Project for a distance of 733.510 meters (2406.52 feet) to a point on the West boundary of the NE¼ of said Section 36, Station 53+64.115, 12.192 meters (40.00 feet) right of said Project centerline; Thence South 89°35'14" West and being parallel with the centerline of said Project for a distance of 731.208 meters (2398.97 feet) Station 46+32.906, 12.192 meters (40.00 feet) right of said Project centerline; Thence North 00°11'22" West for a distance of 20.483 meters (67.20 feet) to the True Point of Beginning.

Tract No. 3:

A parcel of land being on the South side of the centerline of Project No. STP-2837 (100), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the NW¼NW¼ of Section 36, Township 10 South, Range 26 East, Boise Meridian, described as follows: Beginning at the Northwest corner of Section 36, Station 45+59.530, 8.578 meters (28.14 feet) left of said Project centerline; Thence North 89°48'38" East along the North boundary of the NW¼NW¼ of said Section 36 for a distance of 34.138 meters (112.00 feet) Station 45+93.667, 8.444 meters (27.70 feet) left of said Project centerline; Thence South 00°11'22" East for a distance of 20.637 meters (67.71 feet) Station 45+93.586, 12.192 meters (40.00 feet) right of said Project centerline; Thence South 89°35'14" West and being parallel with the centerline of said Project for a distance of 34.161 meters (112.08 feet) to a point on the West boundary of the NW¼NW¼ of said Section 36, Station 45+59.426, 12.192 meters (40.00 feet) right of said Project centerline; Thence North 00°07'38" West along the West boundary of NW¼NW¼ of said Section 36, 20.770 meters (68.14 feet) to the Northwest corner of Section 36 and being the Point of Beginning.

Tract No. 4:

Beginning at the Northwest corner of Section 36; Thence South 00°17'39" West for a distance of 68.05 feet to a 5/8 inch rebar with a 2 inch aluminum cap on top, which shall be the Point of Beginning;
Thence South 89°59'24" East for a distance of 946.27 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 1247.30 feet to a 1/2 inch rebar, said curve having a radius of 1361.33 feet and a central angle of 52°29'47" with a long chord bearing of South 48°13'23" West for a distance of 1204.12 feet;
Thence North 89°57'50" West for a distance of 52.42 to the West line of Section 36;
Thence North 00°17'39" East for a distance of 802.37 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 30: A part of Lot 4, more particularly described as follows:

Beginning at the Southwest corner of said Lot 4, which shall be the True Point of Beginning;
Thence North 0°01' West for 208.71 feet along Section line to a point;
Thence South 89°55' East for 208.71 feet to a point;
Thence South 0°01' East for 208.71 feet to a point on section line;
Thence North 89°55' West for 208.71 feet to the True Point of Beginning.

EXCEPTING THEREFROM, the following described tract:

A parcel of land being on the North side of the centerline of Project No. STP-2837 (100), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Government Lot 4 of Section 30, Township 10 South, Range 27 East, Boise Meridian, described as follows:
Beginning at the Southwest corner of said Section 30, Station 61+67.712, 1.990 meters (6.53 feet) right of said Project centerline;
Thence North 89°37'26" East along the South boundary of said Section 30 for a distance of 63.505 meters (208.35 feet) Station 62+31.217, 2.108 meters (6.92 feet) right of said Project centerline;
Thence North 00°26'47" West for a distance of 14.300 meters (46.92 feet) Station 62+31.226, 12.192 meters (40.00 feet) left of said Project centerline;
Thence South 89°31'05" West and being parallel with the centerline of said Project for a distance of 63.514 meters (208.38 feet) to a point on the West

boundary of Government Lot 4 of said Section 30, Station 61+67.708,
12.192 meters (40.00 feet) left of said Project centerline;
Thence South 00°29'01" East along the West boundary of Government Lot 4 of
said Section 30 for a distance of 14.182 meters (46.53 feet) to the Point of
Beginning.

PARCEL NO. 6:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the NW¼, more particularly described as follows:

Beginning at the W¼ section corner of Section 31, said corner marked by a U.S.
BLM aluminum pipe with cap, which shall be the Point of Beginning:
Thence South 89°55'11" East along the South line of the NW¼ of Section 31 for a
distance of 1394.26 feet;
Thence North 00°00'00" East for a distance of 1365.91 feet;
Thence North 89°51'32" West for a distance of 1369.10 feet to a ½ inch rebar;
Thence North 89°51'32" West for a distance of 25.00 feet to the West section line
of the NW¼;
Thence South 00°00'25" West along said section line for a distance of 1367.40
feet to the Point of Beginning.

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the NW¼, more particularly described as follows:

Beginning at the W¼ section Corner of Section 31, said corner marked by a US
BLM aluminum pipe with a cap; Thence South 89°55'11" East along the
South line of the NW¼ of Section 31 for a distance of 1394.26 feet to the
Point of Beginning;
Thence North 00°00'00" East for a distance of 1365.91 feet;
Thence South 89°51'32" East for a distance of 28.52 feet to a ½ inch rebar;
Thence South 00°09'35" East for a distance of 978.70 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 1222.71 feet to a ½
inch rebar on the South line of the NW¼, said curve having a radius of
1531.45 feet and a central angle of 45°44'41" and a long chord bearing
South 70°56'23" East for a distance of 1190.49 feet;
Thence North 89°55'11" West along the South line of the NW¼ for a distance of
1156.47 feet to the Point of Beginning.

PARCEL NO.8:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E½SW¼, Lots 3 and 4

TRACT C

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Sections 13 & 14: Part of the NE¼ and all of the NW¼ of Section 13 and part of the NE¼ of Section 14, more particularly described as follows:

Beginning at the Northwest section corner of said Section 13, said corner marked by a U.S. BLM aluminum pipe and cap which shall be the Point of Beginning;

Thence South 89°30'47" East along the North line of the NW¼ for a distance of 2640.70 feet to the N¼ section corner of Section 13, marked by a ½ inch iron pin;

Thence South 89°30'42" East along the North line of the NE¼ for a distance of 1321.91 feet;

Thence South 00°29'18" West for a distance of 20.78 feet to a ½ inch rebar;

Thence South 00°29'18" West for a distance of 46.67 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 3344.49 feet to a ½ inch rebar; said curve having a radius of 1306.12 feet and a central angle of 146°42'48" and a long chord bearing of South 00°27'27" West for a distance of 2502.80 feet;

Thence South 00°27'52" West for a distance of 72.87 feet to a ½ inch rebar on the East-West ¼ section line;

Thence North 89°32'08" West along said line for a distance of 3942.25 feet to the West ¼ section corner of Section 13 said corner marked by a U.S. GLO iron pipe with brass cap on top;

Thence North 89°46'26" West along the East-West ¼ section line of Section 14 for a distance of 338.89 feet to a ½ inch rebar on the East right of way of Interstate 80;

Thence North 31°35'32" West along said right of way for a distance of 1603.77 feet to a right of way marker at station 630+97.72;

Thence North 31°34'50" West continuing along said right of way for a distance of 1509.37 feet to a ½ inch rebar at the intersection of said right of way and the North line of the NE¼ of Section 14;

Thence South 89°45'12" East along the North line of the NE¼ for a distance of 1970.33 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Northwest corner of said Section 13, said corner marked by a U.S. BLM aluminum pipe and cap, which shall be the Point of Beginning; Thence East along the North section line of said Section 13 for 100 feet; Thence South 80 feet; Thence West 100 feet; Thence North 80 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of said Section 14, said corner marked by an aluminum pipe with cap; Thence South 00°01'03" West along the East line of Section 14 for a distance of 25.00 feet to the extended South right of way of an unimproved county road; Thence North 89°45'12" West along the South right of way of an unimproved county road for a distance of 76.76 feet to a ½ inch rebar which shall be the Point of Beginning; Thence South 00°14'48" West for a distance of 10.00 feet to a ½ inch rebar; Thence North 89°45'12" West for a distance of 10.00 feet to a ½ inch rebar; Thence North 00°14'48" East for a distance of 10.00 feet to a ½ inch rebar on the South right of way of an unimproved county road; Thence South 89°45'12" East along said right of way for a distance of 10.00 feet to the Point of Beginning.

TRACT D

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: NE¼ and E½NW¼, **EXCEPTING** that portion deeded to the State of Idaho and to the Raft River Highway District for highway purposes.

Section 13: N½, **EXCEPT** that portion deeded to the Raft River Highway District for Highway purposes

ALSO EXCEPTING FROM said Sections 13 and 14 the following described tract:

Part of the NE¼ and all of the NW¼ of Section 13 and part of the NE¼ of Section 14, more particularly described as follows:

Beginning at the Northwest section corner of said Section 13, said corner marked by a U.S. BLM aluminum pipe and cap which shall be the Point of Beginning;

Thence South 89°30'47" East along the North line of the NW¼ for a distance of 2640.70 feet to the N¼ section corner of Section 13, marked by a ½ inch iron pin;

Thence South 89°30'42" East along the North line of the NE¼ for a distance of 1321.91 feet;

Thence South 00°29'18" West for a distance of 20.78 feet to a ½ inch rebar;

Thence South 00°29'18" West for a distance of 46.67 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 3344.49 feet to a ½ inch rebar; said curve having a radius of 1306.12 feet and a central angle of 146°42'48" and a long chord bearing of South 00°27'27" West for a distance of 2502.80 feet;

Thence South 00°27'52" West for a distance of 72.87 feet to a ½ inch rebar on the East-West ¼ section line;

Thence North 89°32'08" West along said line for a distance of 3942.25 feet to the West ¼ section corner of Section 13 said corner marked by a U.S. GLO iron pipe with brass cap on top;

Thence North 89°46'26" West along the East-West ¼ section line of Section 14 for a distance of 338.89 feet to a ½ inch rebar on the East right of way of Interstate 80;

Thence North 31°35'32" West along said right of way for a distance of 1603.77 feet to a right of way marker at station 630+97.72;

Thence North 31°34'50" West continuing along said right of way for a distance of 1509.37 feet to a ½ inch rebar at the intersection of said right of way and the North line of the NE¼ of Section 14;

Thence South 89°45'12" East along the North line of the NE¼ for a distance of 1970.33 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Lots 1 and 2, and E½NW¼

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY,
IDAHO

Section 13: Part of the NW¼NW¼, more particularly described as follows:
Beginning at the Northwest corner of said Section 13, said corner marked by a U.S. BLM aluminum pipe and cap, which shall be the Point of Beginning;
Thence East along the North section line of said Section 13 for 100 feet;

Thence South 80 feet;
Thence West 100 feet;
Thence North 80 feet to the Point of Beginning.

PARCEL NO. 4:

A perpetual easement as reserved in Warranty Deed dated March 22, 2002 and recorded March 25, 2002 as Instrument No. 280470, records of Cassia County, Idaho, for the installation, repair, replacement, and maintenance of an underground pipeline and for ingress and egress thereto for the maintenance of said pipeline, which easement is 20 feet in width, wherein the pipeline is buried, running generally from the well located on Parcel No. 3 described above;

Thence Southeasterly to the center of the NW¼ of said Section 13, Township 11 South, Range 26 East, Boise Meridian, Cassia County, Idaho;
Thence Easterly to the East boundary of said NW¼ of said Section 13;
Thence continuing East to the center of the NE¼ of Section 13.

TRACT E

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: S½SE¼

Section 19: E½ and E½W½

Section 30: All

EXCEPTING THEREFROM all that portion deeded to the Burley Highway District.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: All that part of the South half of said Section 25 that lies South and East of the Raft River Road and North of the Heglar Canyon Road.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the South ¼ section corner of said Section 25, said corner marked by a U.S. GLO iron pipe with brass cap; thence South 89°58'55" West along the South line of Section 25 for a distance of 994.70 feet to a

½ inch rebar on the centerline of the Heglar Canyon road; thence North 53°05'49" West along the centerline of the Heglar Canyon road for a distance of 612.23 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 53°05'49" West along the centerline of the Heglar Canyon road for a distance of 698.08 feet to a ½ inch rebar;
Thence North 47°27'53" West for a distance of 100.58 feet to a ½ inch rebar;
Thence North 36°54'11" East for a distance of 452.13 feet to a ½ inch rebar;
Thence South 53°05'49" East for a distance of 798.17 feet to a ½ inch rebar;
Thence South 36°54'11" West for a distance of 462.00 feet to the Point of Beginning.

Tract No. 2:

A parcel of land being on the Southeasterly side of the centerline of Project No. STP-2837 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of NW¼SW¼ of Section 25, Township 10 South, Range 27 East, Boise Meridian, described as follows, to-wit:

Commencing at the Southwest corner of said Section 25 from which the S¼ corner of said Section 25 bears North 89°28'21" East, 2645.30 feet;
Thence North 00°36'06" West along the West boundary of said Section 25 for a distance of 2027.47 feet to a point on the existing centerline of Yale Road, Station 486+94.11, 0.44 feet right of said Project centerline and being the Point of Beginning;
Thence North 41°51'29" East along the existing centerline of Yale Road for a distance of 652.67 feet, Station 493+46.67, 3.93 feet left of said Project centerline;
Thence North 42°22'57" East along the existing centerline of Yale Road for a distance of 185.55 feet to a point on the North boundary of the NW¼SW¼ of said Section 25, Station 495+32.03, 10.61 feet left of said Project centerline;
Thence North 89°29'12" East along the North boundary of the NW¼SW¼ of said Section 25 for a distance of 163.71 feet, Station 496+47.94, 105.00 feet right of said Project centerline;
Thence South 44°33'35" West for a distance of 252.01 feet, Station 493+95.93, 105.00 feet right of said Project centerline;
Thence South 45°04'59" West for a distance of 191.69 feet, Station 492+00.00, 98.00 feet right of said Project centerline;
Thence South 58°18'17" West for a distance of 208.24 feet, Station 490+00.00, 40.00 feet right of said Project centerline;
Thence South 42°07'57" West for a distance of 348.71 feet Station 486+51.29, 40.00 feet right of said Project centerline;

Thence North 00°36'06" West along the East boundary of the SE¼ of said Section 26 for a distance of 58.30 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: All that part of the SE¼ that lies South and East of the Raft River Road and North of the Heglar Road,
EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

Beginning at a point on the Northeasterly right-of-way of Heglar Canyon Road which lies 1313.9 feet North 29°10' West of the Southeast corner of said Section 26;

Thence North 47°56' West along said Heglar Canyon Road right-of-way for 100 feet to a point where Heglar Canyon Road right-of-way intersects Yale Road right-of-way;

Thence North 42°30' East along said Yale Road right-of-way for 100 feet;

Thence South 47°54' East for 100 feet;

Thence South 42°23' West for 100 feet to the Point of Beginning.

Tract No. 2:

A parcel of land being on the Southeasterly side of the centerline of Project No. STP-2837 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of SE¼SE¼ and the NE¼SE¼ of Section 26, Township 10 South, Range 27 East, Boise Meridian, described as follows, to-wit:

Commencing at the Southeast corner of said Section 26 from which the S¼ corner of Section 26 bears South 89°29'27" West, 2649.88 feet;

Thence North 00°36'06" West along the East boundary of the SE¼ of said Section 26 for a distance of 950.23 feet to a point on the centerline of Heglar Road;

Thence North 77°39'41" West continuing along the centerline of Heglar Road for a distance of 628.70 feet;

Thence North 48°22'05" West continuing along the centerline of Heglar Road for a distance of 145.85 feet, Station 475+89.20, 40.00 feet right of said Project centerline and being the Point of Beginning;

Thence North 42°07'57" East for a distance of 25.00 feet, Station 476+14.20, 40.00 feet right of said Project centerline;

Thence North 48°22'05" West for a distance of 11.51 feet to a found ½ inch rebar, Station 476+14.10, 28.49 feet right of said Project centerline;

Thence North 42°19'41" East for a distance of 99.78 feet to a found ½ inch rebar;
Station 477+13.88, 28.83 feet right of said Project centerline;
Thence South 48°22'15" East for a distance of 11.17 feet; Station 477+13.98,
40.00 feet right of said Project centerline;
Thence North 42°07'57" East for a distance of 937.31 feet to a point on the East
boundary of the SE¼ of said Section 26, Station 486+51.29, 40.00 feet
right of said Project centerline;
Thence North 00°36'06" West along the East boundary of the SE¼ of said Section
26 for a distance of 58.30 feet to a point on the existing centerline of Yale
Road, Station 486+94.11, 0.44 feet right of said Project centerline;
Thence South 42°12'37" West along the existing centerline of Yale Road for a
distance of 1105.27 feet to a point at the intersection of Heglar Canyon
Road, Station 475+88.84, 1.06 feet left of said Project centerline;
Thence South 48°22'05" East for a distance of 41.06 feet to the Point of
Beginning.

TRACT F

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: Part of the SW¼, more particularly described as follows:

Beginning at the S¼ section corner of said Section 25, said corner marked by a
U.S. GLO iron pipe with brass cap; Thence South 89°58'55" West along
the South line of Section 25 for a distance of 994.70 feet to a ½ inch rebar
on the centerline of the Heglar Canyon road; Thence North 53°05'49"
West along the centerline of the Heglar Canyon road for a distance of
612.23 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 53°05'49" West along the centerline of the Heglar Canyon Road for
a distance of 698.08 feet to a ½ inch rebar;
Thence North 47°27'53" West for a distance of 100.58 feet to a ½ inch rebar;
Thence North 36°54'11" East for a distance of 193.83 feet;
Thence South 52°18'31" East for a distance of 798.25 feet;
Thence South 36°54'11" West for a distance of 192.72 feet to the Point of
Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: Part of the SW¼, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ section corner of said Section 25, said corner marked by a U.S. GLO iron pipe with brass cap; Thence South 89°58'55" West along the South line of Section 25 for a distance of 994.70 feet to a $\frac{1}{2}$ inch rebar on the centerline of the Heglar Canyon Road; Thence North 53°05'49" West along the centerline of the Heglar Canyon Road for a distance of 612.23 feet to a $\frac{1}{2}$ inch rebar; Thence North 36°54'11" East for a distance of 192.72 feet to the Point of Beginning;
Thence North 52°18'31" West for a distance of 798.25 feet;
Thence North 36°54'11" East for a distance of 258.30 feet to a $\frac{1}{2}$ inch rebar;
Thence South 53°05'49" East for a distance of 798.17 feet to a $\frac{1}{2}$ inch rebar;
Thence South 36°54'11" West for a distance of 269.28 feet to the Point of Beginning.

PARCEL NO. 3:

A perpetual, non-exclusive right of ingress and egress for the benefit of Parcel No. 2, as created by Limited Partnership Warranty Deed dated December 29, 1997 and recorded December 30, 1997 as Instrument No. 252843, records of Cassia County, Idaho, over and across the Northwesterly 60 feet and the Southeasterly 60 feet of the following described property:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ section corner of said Section 25, said corner marked by a U.S. GLO iron pipe with brass cap; Thence South 89°58'55" West along the South line of Section 25 for a distance of 994.70 feet to a $\frac{1}{2}$ inch rebar on the centerline of the Heglar Canyon Road; Thence North 53°05'49" West along the centerline of the Heglar Canyon Road for a distance of 612.23 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning;
Thence North 53°05'49" West along the centerline of the Heglar Canyon Road for a distance of 698.08 feet to a $\frac{1}{2}$ inch rebar;
Thence North 47°27'53" West for a distance of 100.58 feet to a $\frac{1}{2}$ inch rebar;
Thence North 36°54'11" East for a distance of 193.83 feet;
Thence South 52°18'31" East for a distance of 798.25 feet;
Thence South 36°54'11" West for a distance of 192.72 feet to the Point of Beginning.

TRACT G

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: A strip of land beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence East 420 feet;
Thence South 2050 feet;
Thence West 420 feet;
Thence North 2050 feet to the Point of Beginning.

TRACT H

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 19: Lots 2, 3 and 4 and E $\frac{1}{2}$ NW $\frac{1}{4}$, **EXCEPTING THEREFROM** that portion of Lot 4 deeded to the State of Idaho for highway purposes.

Section 30: Lot 1, **EXCEPTING THEREFROM** that portion deeded to the State of Idaho for highway purposes.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: All of Lot 4 and Tax Lot No. 1051 in Lot 3, more particularly described as follows:

Beginning at a point 61 $\frac{1}{2}$ rods South of the Northwest corner of said Lot 3;
Thence East to the East boundary of said Lot 3;
Thence South along said East boundary to the Southeast corner of said Lot 3;
Thence West along South boundary of said Lot 3 to the Southwest corner of said Lot 3;
Thence North along the West boundary of said Lot 3 to The Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and part of Lot 3 described as follows:

Beginning at the Northwest corner of said Lot 3;
Thence South 61 $\frac{1}{2}$ rods;
Thence East to the East side of said Lot 3;

Thence North 61½ rods;
Thence West to the Point of Beginning.

SAVE AND EXCEPT the South 25 feet of the SE¼.

TRACT I

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: NE¼; SE¼

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: Lots 1 and 2, **EXCEPTING THEREFROM** the following described parcel:

Beginning at the Northeast corner of said Section 7; Thence South 89°43' West for 5268.47 feet along section line to a point that is 415.12 feet East of the Northwest corner of said Lot 1, which said point shall be known as the True Point of Beginning;
Thence South 0°06' East for 2644.07 feet, more or less, to a point on the quarter section line, which said point is 430.96 feet East of the Southwest corner of said Lot 2;
Thence North 89°44'30" East along the quarter section line for 1289.00 feet to a point on the 1/16th section line, said point being the Southeast corner of said Lot 2;
Thence North 0°06' West along the 1/16th section line for 2644.77 feet, more or less, to a point on the North section line of said Section 7, said point being the Northeast corner of said Lot 1;
Thence South 89°43' West for 1289.00 feet along the North section line to the True Point of Beginning.

TRACT J

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: Part of the SW¼, more particularly described as follows:

Beginning at the W¼ section corner of said Section 12, said corner marked by a U.S. BLM pipe with cap which shall be the Point of Beginning;

Thence South 89°33'41" East along the North line of the SW¼ for a distance of 614.30 feet to a ½ inch rebar;
Thence South 35°14'01" West for a distance of 1066.11 feet to a ½ inch rebar on the West line of Section 12;
Thence North 00°03'01" East along the West line of Section 12 for a distance of 875.50 feet to the Point of Beginning.

SAVE AND EXCEPT the following described tract:

Beginning at the W¼ section corner of said Section 12, said corner marked by a U.S. BLM pipe with cap; Thence South 00°03'01" West along the West line of Section 12 for a distance of 34.41 feet to a point; Thence South 89°33'41" East for a distance of 146.36 feet to the Point of Beginning;
Thence North 00°03'01" East for a distance of 10.00 feet;
Thence South 89°33'41" East for a distance of 40.00 feet;
Thence South 00°03'01" West for a distance of 40.00 feet;
Thence North 89°33'41" West for a distance of 40.00 feet;
Thence North 00°03'01" East for a distance of 30.00 feet to the Point of Beginning.

TRACT K

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: That part of the N½NW¼ lying West of the Drain Ditch and East of the Government Canal.

EXCEPT the following described tract:

Beginning at a point on the North boundary line of said Section 10 which also corresponds to the center line of the Government Canal;
Thence East along the North boundary line of said Section 10 for 350 feet;
Thence South 186 feet;
Thence West 99 feet;
Thence South 94 feet;
Thence West to the centerline of the Government Canal;
Thence Northerly along the centerline of the canal to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: All that part of the S½SW¼ lying East of the Government Drain Ditch.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: S½SE¼, **EXCEPTING THEREFROM** the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 3;
Thence West along the North boundary line of said SE¼SE¼ a distance of 20
rods;
Thence South parallel with the East boundary line of said SE¼SE¼ a distance of
24 rods;
Thence East 20 rods;
Thence North 24 rods to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 3, said corner
marked by a 5/8" rebar on top of a U.S. Reclamation Service pipe with
cap; Thence South 00°12'24" West along section line for a distance of
396.00 feet to a ½" rebar which shall be the Point of Beginning;
Thence South 00°12'24" West along section line for a distance of 88.00 feet to a
½ inch rebar;
Thence North 88°32'08" West for a distance of 330.00 feet to a ½ inch rebar;
Thence North 00°12'24" East for a distance of 88.00 feet to a ½ inch rebar;
Thence South 88°32'08" East (East, rec.) for a distance of 330.00 feet to the Point
of Beginning.

Tract No. 3:

Beginning at the Southeast corner of the SE¼SE¼ of said Section 3;
Thence West 169 feet;
Thence North 172 feet;
Thence East 169 feet;
Thence South 172 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: All that part of the N½NW¼ lying West of the H Canal;

EXCEPTING THEREFROM, the following:

Beginning at the Northwest corner of said Section 10, said corner marked by an iron pipe with brass cap which shall the Point of Beginning;
Thence South 88°14'21" East along the North line of Section 10 for a distance of 747.33 feet;
Thence South 00°19'58" East for a distance of 211.88 feet;
Thence North 89°33'24" West for a distance of 231.66 feet;
Thence North 88°11'50" West for a distance of 281.80 feet;
Thence South 00°31'42" East for a distance of 15.97 feet;
Thence North 89°33'07" West for a distance of 208.06 feet;
Thence North 89°33'07" West for a distance of 24.79 feet;
Thence North 00°31'42" West for a distance of 238.34 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: N½SW¼, **EXCEPTING** the following tracts:

Tract No. 1:

Beginning at the Southwest corner of the said N½SW¼;
Thence East along the centerline of an irrigation lateral for 779.0 feet to a point;
Thence North along the centerline of an irrigation ditch for 560.0 feet to a point;
Thence West 779.0 feet to a point on the West section line of said Section 10;
Thence South along said West section line for 560.0 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Southwest corner of the said N½SW¼; Thence North (North 0°41' West) along the Section line for 560 feet to the True Point of Beginning;
Thence North (North 0°41' West) along said section line for 19 feet to a point;
Thence East (South 88°16'29" East) for 769 feet to a point;
Thence South (South 0°41' East) for 19 feet to a point;
Thence West (North 88°16'29" West) for 769 feet to the True Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: Part of the NW¼SW¼, described as follows:

Beginning at the Southwest corner of the said NW $\frac{1}{4}$ SW $\frac{1}{4}$; Thence East (South 88°16'29" East) along the centerline of an irrigation lateral for 295 feet to the True Point of Beginning;
Thence East (South 88°16'29" East) along the 1/16th line of said Section 10 for 484 feet to a point;
Thence North (North 0°41' West) for 579 feet to a point;
Thence West (North 88°16'29" West) for 10 feet to a point;
Thence South (South 0°41' East) for 561 feet to a point;
Thence West (North 88°16'29" West) for 474 feet to a point;
Thence South (South 0°41' East) for 18 feet to the True Point of Beginning.

PARCEL NO. 7:

A permanent and perpetual ditch easement and right-of-way for the purpose of using, enjoying, maintaining and repairing a certain irrigation feeder ditch, together with rights of ingress and egress as created by a Ditch Easement recorded May 11, 1976 as Instrument No. 90552 on Film No. 101, records of Cassia County, Idaho, over and across the following described land:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: Beginning at the Southwest corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;
Thence East (South 88°16'29" East) a distance of 295 feet;
Thence North (North 0°41' West) a distance of 10 feet;
Thence West (North 88°16'29" West) a distance of 295 feet;
Thence South (South 0°41' East) a distance of 10 feet to the True Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Lot 5, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of said Section 2, which shall be known as the True Point of Beginning;
Thence South 89°27' East along the Section line for 358.23 feet to a point;
Thence South 01°23'32" West for 240.44 feet to a point;
Thence North 88°53'20" West for 358.23 feet more or less to the West section line of said Section 2;
Thence North 0°25' East along said Section line for 240.44 feet more or less to the True Point of Beginning.

PARCEL NO. 9:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: E½SE¼, **EXCEPTING THEREFROM** the following described tract:

Part of the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 2, said corner marked by a 5/8" rebar which shall be the Point of Beginning;
Thence North 89°05'42" West along section line for a distance of 1042.75 feet to a ½" rebar;
Thence North 00°11'42" West for a distance of 60.51 feet to a ½" rebar;
Thence on a non-concentric curve to the left for a distance of 1033.26 feet to a ½" rebar, said curve having a radius of 1319.64 feet with a central angle of 44°51'42" with a long chord bearing of North 54°54'08" East for a distance of 1007.07 feet;
Thence North 89°30'43" East for a distance of 216.64 feet to a ½" rebar on section line;
Thence South 00°11'42" East along section line for a distance of 657.86 feet to the Point of Beginning.

PARCEL NO. 10:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: W½SE¼, **EXCEPTING THEREFROM** the following described tract:

Beginning 575.5 feet East of the Southwest corner of the SE¼, which point is the True Point of Beginning;
Thence North 97 feet to a point;
Thence North 20°49' East 14 feet;
Thence North 54°35' East a distance of 12.2 feet;
Thence North 69°4' East a distance of 37.7 feet;
Thence North 2°35' East a distance of 210.4 feet;
Thence South 87°25' East a distance of 77.4 feet;
Thence South 3°53' West a distance of 337.7 feet;
Thence West 114 feet to the Point of Beginning.

ALSO EXCEPTING the following described tract:

Part of the SW¼SE¼, more particularly described as follows:

Beginning at the S¼ section corner of said Section 2, said corner marked by a 5/8 inch rebar; Thence South 88°55'30" East along section line for 330.00 feet to ½ inch rebar which shall be the Point of Beginning;
 Thence North 00°11'42" West for a distance of 434.09 feet to a ½ inch rebar;
 Thence on a non-concentric curve to the left for 357.60 feet to a ½ inch rebar, said curve having a radius of 1331.00 feet and a central angle of 15°23'37" with a long chord bearing of South 49°42'33" East for a distance of 356.53 feet;
 Thence South 70°59'09" East for a distance of 33.71 feet to a ½ inch rebar;
 Thence South 03°39'30" West (South 2°35' West rec.) for a distance of 67.63 feet to a ½ inch rebar;
 Thence South 70°08'30" West (South 69°04' West rec.) for a distance of 37.70 feet to a point;
 Thence South 55°39'30" West (South 54°35' West rec.) for a distance of 12.20 feet to a point;
 Thence South 21°53'30" West (South 20°49' West rec.) for a distance of 14.00 feet to a point;
 Thence South 01°04'30" West (South rec.) for a distance of 97.00 feet to a point on section line;
 Thence North 88°55'30" West for a distance of 245.50 feet to the Point of Beginning.

ALSO EXCEPTING the following described parcel:

Part of the SW¼SE¼, more particularly described as follows:

Beginning at the S¼ section corner of said Section 2, said corner marked by a 5/8 inch rebar; Thence South 88°55'30" East along section line for 689.50 feet to the point of Beginning;
 Thence North 04°57'30" East (North 3°53' East, rec.) for a distance of 175.06 feet to a point;
 Thence South 70°59'09" East for a distance of 14.90 feet to a ½ inch rebar;
 Thence South 37°24'49" East for a distance of 217.28 feet to a ½ inch rebar on section line;
 Thence North 88°55'30" West along section line for a distance of 161.25 feet to the Point of Beginning.

PARCEL NO. 11:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO

Section 3: S½NE¼ and N½SE¼, **EXCEPTING THEREFROM** the following described tracts:

TRACT NO. 1:

Beginning at the Southeast corner of the N½SE¼ of said Section 3;
Thence running North a distance of 12 rods;
Thence West a distance of 14 rods;
Thence South a distance of 12 rods;
Thence East a distance of 14 rods to the Point of Beginning.

TRACT NO. 2:

Beginning at a point that is 12 rods North of the Southeast corner of the N½SE¼ of said Section 3, being the True Point of Beginning;
Thence North 310 feet;
Thence West 231 feet;
Thence South 310 feet;
Thence East 231 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at the Southeast corner of the N½SE¼ of Section 3, said corner marked by a 5/8 inch rebar; Thence North 00°29'50" East (North rec.) along the east line of the N½SE¼ for a distance of 198.00 feet (12 rods rec.) to a ½ inch rebar which shall be the Point of Beginning;
Thence North 88°24'07" West (West rec.) for a distance of 231.00 feet (14 rods rec.) to a ½ inch rebar;
Thence South 00°29'50" West (South rec.) for a distance of 198.00 feet (12 rods rec.) to a ½ inch rebar on the south line of the N½SE¼;
Thence North 88°24'07" West along said line for a distance of 92.80 feet to a ½ inch rebar;
Thence North 01°25'30" East for a distance of 202.58 feet to a ½ inch rebar;
Thence South 88°44'01" East for a distance of 282.36 feet to a ½ inch rebar;
Thence South 88°44'01" East for a distance of 38.13 feet to the east line of the N½SE¼;
Thence South 00°29'50" West along said line for a distance of 6.47 feet to the Point of Beginning.

PARCEL NO. 12:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Part of the N½SE¼ more particularly described as follows:

Beginning at a point that is 12 rods North of the Southeast corner of the N½SE¼ of said Section 3, being the True Point of Beginning;
Thence North 310 feet;
Thence West 231 feet;
Thence South 310 feet;

Thence East 231 feet to the Point of Beginning.

PARCEL NO. 13:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: That part of the S½SE¼, more particularly described as follows:

Beginning at the Southeast corner of the SE¼SE¼ of said Section 3;
Thence West 169 feet;
Thence North 172 feet;
Thence East 169 feet;
Thence South 172 feet to the Point of Beginning.

PARCEL NO. 14:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: All that portion of the S½NE¼ of said Section 10 lying West of the Snipe Gulch Drain of the Burley Irrigation District;

AND

All that portion of the S½NW¼ which lies East of (centerline) the Second Lift Government Canal.

PARCEL NO. 15:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: All that part of the S½NW¼ lying West of the Second Lift Canal **EXCEPT** the following described tract:

Beginning at the Northwest corner of the SW¼NW¼;
Thence running East 423 feet;
Thence South 253 feet;
Thence West 423 feet;
Thence North 253 feet to the Point of Beginning.

**EXHIBIT B
TO
MORTGAGE**

Wells, Irrigation Equipment and Dairy Equipment

All wells (including domestic), underground pipelines, filter stations, emitters, drip, overhead and micro-sprinkler systems and equipment, any and all well permits, including, but not limited to the following:

TRACT II

Wells

Well #	Tract #	Power Unit			Pump			Gear Head	
		Manufacturer	HP Rating	Serial #	Manufacturer	Serial #	Discharge	Manufacturer	Serial #
1	2	GE	250	N/A	Layne & Bowler	N/A	1775 RPM	N/A	N/A
1	2	unknown make	50	N/A	Cornell	N/A	1780 RPM	N/A	N/A
2	2	GE	200	N/A	Layne & Bowler	N/A	1770 RPM	N/A	N/A
3	2	GE	250	N/A	Johnston	N/A	1775 RPM	N/A	N/A
4	2	GE	250	N/A	Johnston	N/A	1775 RPM	N/A	N/A
5	2	GE	125	N/A	Johnston	N/A	1770 RPM	N/A	N/A

TRACT III

Wells

Well #	Tract #	Power Unit			Pump			Gear Head	
		Manufacturer	HP Rating	Serial #	Manufacturer	Serial #	Discharge	Manufacturer	Serial #
1	3/12	unknown	250	N/A	Winthrop	N/A	unknown		
2	3/12	Baldor	100	N/A	Unknown	N/A	1775 RPM		
3	3/14	GE	100	N/A	Unknown	N/A	unknown		
4	3/14	Lesson	40	N/A	Cornell	N/A	N/A		

TRACT IV

Wells

Well #	Tract #	Power Unit			Pump			Gear Head	
		Manufacturer	HP Rating	Serial #	Manufacturer	Serial #	Discharge	Manufacturer	Serial #
1	4/26	unknown	150	N/A	Layne & Bowler	N/A	unknown		
2	4/26	unknown	150	N/A	Layne & Bowler	N/A	unknown		
3	4/26	unknown	25	N/A	Cornell	N/A	unknown		

Well #	Tract #	Power Unit			Pump			Gear Head	
		Manufacturer	HP Rating	Serial #	Manufacturer	Serial #	Discharge	Manufacturer	Serial #
4	4/25	unknown	250	N/A	Layne & Bowler	N/A	1780 RPM		
5	4/25	Newman	100	N/A	Aurora	N/A	1775 RPM		
6	4/25	unknown	unknown	N/A	unknown	N/A	unknown		
7	4/36	GE	200	N/A	Worthington	N/A	1770 RPM		
8	4/36	unknown	unknown	N/A	Cornell	N/A	unknown		
9	4/36	Allis Chalmers	200	N/A	Layne & Bowler	N/A	1770 RPM		

TRACT V

Wells

Well #	Tract #	Power Unit			Pump			Gear Head	
		Manufacturer	HP Rating	Serial #	Manufacturer	Serial #	Discharge	Manufacturer	Serial #
1	4	unknown	100	N/A	unknown	N/A	unknown		
2	4	unknown	100	N/A	unknown	N/A	unknown		
3	4	unknown	200	N/A	unknown	N/A	unknown		
4	4	unknown	30	N/A	unknown	N/A	unknown		

Other Irrigation Equipment

TRACT I

Tract	Equipment		
	Description	Manufacturer	Serial #
1	Unknown hp eclectic motors and centrifugal and turbine pumps.	N/A	N/A
1	One 8 tower linear hose move system	N/A	N/A
1	Two 8 tower self propelled pivot system	N/A	N/A
1	Approx. 8 wheel lines of various lengths and miscellaneous hand lines for the irregular shaped areas	N/A	N/A
1	Approx. 16,500' of buried mainline of varying diameter and type	N/A	N/A

TRACT II

Tract	Equipment		
	Description	Manufacturer	Serial #
2	Approx. 28,500 ft of buried PVC mainline for the irrigation water	N/A	N/A
2	Approx. 7,600 ft of buried PVC mainline for the lagoon waste water	N/A	N/A
2	Unknown hp float pump on the lagoon	N/A	N/A

Tract	Equipment		
	Description	Manufacturer	Serial #
2	Four 8 tower Valley self propelled circular systems	N/A	N/A
2	Five 7 tower Zimmatic self propelled circular systems	N/A	N/A
2	One 4 tower Zimmatic self propelled circular system	N/A	N/A

TRACT III

Tract/Section	Equipment		
	Description	Manufacturer	Serial #
3/12	One 7-tower pivot system	Zimmatic	N/A
3/12	One 8-tower pivot system	Valley	N/A
3/12	Approx. 5,300 feet of buried PVC mainline, sizes unknown	N/A	N/A
3/13	One 7-tower pivot system	Zimmatic	N/A
3/13	Approx. 4,700 feet of buried PVC mainline, sizes unknown	N/A	N/A
3/14	One 7-tower pivot system	Zimmatic	N/A
3/14	Approx. 1,320 feet of buried PVC mainline, size unknown	N/A	N/A
3/18	One 7-tower pivot system	Zimmatic	N/A
3/18	Approx. 4,500 feet of buried PVC mainline, sizes unknown	N/A	N/A
3/7	Two 7-tower pivot systems	Zimmatic	N/A
3/7	Approx. 4,000 feet of buried PVC mainline, sizes unknown	N/A	N/A

TRACT IV

Tract/Section	Equipment		
	Description	Manufacturer	Serial #
4/26	two 8-tower pivot systems	Zimmatic	N/A
4/26	Approx. 2,000 feet of buried PVC mainline, sizes unknown	N/A	N/A
4/25	two 8-tower half-circle pivot systems	Zimmatic	N/A
4/25	Centrilift Variable Frequency Controller	N/A	N/A
4/25	Approx. 5,940 feet of buried PVC mainline, sizes unknown	N/A	N/A
4/36	Two full-circle 7-tower pivot systems	Zimmatic	N/A
4/36	Two half-circle 7-tower pivot systems	Zimmatic	N/A
4/36	Approx. 13,900 feet of buried PVC mainline, size unknown		N/A
4/31	One 10-tower pivot system	Zimmatic	N/A
4/31	One 5-tower mini-pivot system	unknown make	N/A
4/31	Approx. 13,900 feet of buried PVC mainline, size unknown	N/A	N/A

Tract/Section	Equipment		
	Description	Manufacturer	Serial #
	unknown		

TRACT V

Tract	Equipment		
	Description	Manufacturer	Serial #
4	One 9-tower 1/2 circle pivot system	N/A	N/A
4	Approx. 1,320 feet of buried PVC mainline, size unknown	N/A	N/A

Dairy Equipment

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

**EXHIBIT C
TO
MORTGAGE**

Water Rights

TRACT I

Water Right (License/Decree #)	Water Source	Priority Date
45-07680	Wells	10/15/90
45-07684	Wells	12/11/90
45-11441	Well	4/1/60
45-11444	Well	3/1/72
45-11445	Well	3/1/23
45-11447	Well	3/1/22
45-02180	Well	10/13/34
45-11613	Well	7/22/55

Burley Irrigation District

Assessed Acres	Serial #
1.98	439.101
33.30	439.1
79.88	329.1
1.64	217.2
77.31	217.1
80.00	217
71.42	165
47.73	157
42.20	156.2
86.32	145
0.27	129.11
78.27	129
73.09	119
32.36	439

TRACT II

Water Right (License/Decree #)	Water Source	Priority Date
43-13004	Wells	10/24/61
43-10476	Wells	6/30/1985
43-02540B	Wells	10/24/61

43-13005	Wells	10/24/61
43-10466	Wells	12/1/87
43-10467	Wells	4/1/32

TRACT III

Water Right (License/Decree #)	Water Source	Priority Date	Decree Date		Acres
43-2492	Well	3/18/1960		3.59 CFS	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 184 acres.				
43-12990	Well	6/30/1985		2.33 CFS	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 122.0 acres.				
43-13621	Well	11/10/1951		0.66 CFS & 315.80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 78.9 acres.				
43-13623	Well	3/10/1958		0.11 CFS & 51.20 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 53.4 acres.				
43-13625	Well	3/10/1958		0.40 CFS & 106.80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 26.7 acres.				
43-13627	Well	5/1/1961		0.29 CFS & 80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 20 acres.				
43-13629	Well	2/12/1971		0.43 CFS & 106.80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 26.7 acres.				
43-13631	Well	4/14/1976		0.64 CFS & 136.80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 34.2 acres.				
43-13633	Well	1/4/1983		0.09 CFS & 18.80 AF	502
	This right covers the subject in Sections 7 and 12 and is limited to the irrigation of 4.7 acres.				
The rights shown above, when combined, are limited to a total diversion rate of 6.12 CFS, 1,307.2 AFA for the irrigation of 448.8 acres.					
Rights listed above as 3 through 9, when combined, are limited to a total diversion rate of 2.53 CFS, 571.2 AFA for the irrigation of 142.8 acres.					
43-13671	2 Wells	8/15/1951		1.54 CFS & 327.6 AF	346
	This right covers the subject in Sections 13, 14 and 18 and is limited to the irrigation of 81.9 acres.				
43-13673	2 Wells	3/6/1952		2.70 CFS & 617.20 AF	346
	This right covers the subject in Sections 13, 14 and 18 and is limited to the irrigation of 154.3 acres.				
43-13675	2 Wells	10/30/1962		1.98 CFS & 439.20 AF	346
	This right covers the subject in Sections 13, 14 and 18 and is limited to the irrigation of 109.8 acres.				

Water Right (License/Decree #)	Water Source	Priority Date	Decree Date	Acres
The rights below are for stock water, commercial use for a dairy, domestic use, and irrigation and are associated with the adjoining dairy facility. The commercial portion of these rights covers the subject, as does the stock water portion of the rights.				
43-2366B		8/15/1951		0.77 CFS & 139.20 AF
	The stock water portion covers the subject in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13 and Lot 1 of Section 18. The commercial portion of the right covers the subject in Sections 13, 14 and 18.			
43-2555B		10/30/1962		0.98 CFS & 186.30 AF
	The stock water portion covers the subject in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13 and Lot 1 of Section 18. The commercial portion of the right covers the subject in Sections 13, 14 and 18.			
43-2375B		3/6/1952		1.350 CFS & 403.70 AFA
	The stock water portion covers the subject in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13 and Lot 1 of Section 18. The commercial portion of the right covers the subject in Sections 13, 14 and 18.			

TRACT IV

Water Right (License/Decree #)	Water Source	Priority Date
43-13620	5 Wells	11/10/1951
43-13622	5 Wells	3/10/1958
43-13624	5 Wells	3/10/1958
43-13626	5 Wells	5/1/1961
43-13628	5 Wells	2/12/1971
43-13630	5 Wells	4/14/1976
43-13632	5 Wells	1/4/1983
43-13689	Ground	2/12/1971
43-13690	Ground	2/12/1971
43-10040		4/13/1959
43-10042		12/31/1917

TRACT V

Water Right (License/Decree #)	Water Source	Priority Date
43-2366B		8/15/1951
43-2555B		10/30/1962
43-2375B		3/6/1952
43-13672		5/15/1951
43-13674		3/6/1952
43-13676		10/30/1962



Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future

November 28, 2011

RECEIVED

NOV 29 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Trish Fawcett
Idaho Dept. of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

RE: File No. 48649 - Ida Gold Farms, et al

Dear Trish:

Enclosed with this letter please find the following:

1. The original executed Notice of Security Interest in a Water Right.
2. Land Title and Escrow's trust account check in the amount of \$1,075.00 which represents the water fee.
3. A copy of the recorded Mortgage.

Will you please make the necessary changes in the records to indicate Metropolitan Life Insurance Company holding a security interest and return a receipted copy to this office.

Should you have any questions concerning this letter, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.

Nancy Garrett
Administrative Assistant

LR/nrg
enc.

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
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lteb@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
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Fx: 208.436.1199
lter@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org

December 1, 2011

METROPOLITAN LIFE INSURANCE COMPANY
10801 MASTIN BLVD STE 930
OVERLAND KS 66210

RE: Notice of Security Interest in Water Rights for Ida Gold Farms Limited Partnership, Rex and Larry Gerrett, ADTD Farms LLC, Ida Gold Farms Limited, ADT Farms LLC, and Midway Dairy LLC

Dear Party Holding the Security Interest:

The department acknowledges receipt of Notice of Security Interest in a Water Right you recently submitted. The department has modified its records to reflect the addition of the Security Interest and has enclosed computer-generated reports for your records.

Water right 43-13690 was not change at this time. The current owner is listed as Michael Wheeler and is not part of the Gerratt group.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Carrie Hahn
Clerk

Enclosures