

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 25 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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): _____ Please see the attached List
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
- Wells Fargo Bank - MAC U1228-062
299 S. Main Street, 6th Floor
Salt Lake City, Utah 84111
4. Name of Water Right Owner/Claimant(s)
- Southfield Properties, LLC
5. Expiration Date of Notification Period 12/31/2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) _____
(and title if applicable)
- Jared Myres, Vice President

For Office Use Only

Received by Date 7-25-2011 Fee \$2,175.00
 Received by Date Receipt No.
 Processed by AJ Date WR Date

SUPPORT DATA
IN FILE # 36-2262

Instrument # 238272

GOODING, GOODING, IDAHO

7-11-2011 01:20:26 No. of Pages: 44

Recorded for : LAND TITLE

DENISE M. GILL

Fee: 139.00

Ex-Officio Recorder Deputy

D. H. H. H.

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
Loan Adjustment Group
MAC U1228-062
299 South Main Street, 6th Floor
Salt Lake City, UT 84111
Attn: Jared Myres

GA-11085

**MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of July 7, 2011, by SOUTHFIELD PROPERTIES, LLC, an Idaho limited liability company (as to Tracts I, II and III) and SOUTHFIELD DAIRY, an Idaho general partnership, ED SOUTHFIELD AND CAROL SOUTHFIELD, husband and wife, EDWIN SOUTHFIELD AND PATRICIA SOUTHFIELD, husband and wife, and ARIE ROELOFFS AND CORA LEE ROELOFFS, husband and wife (as to Tract IV, Parcels No. 1 through 7) (collectively, "Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all that real property located in Gooding County, Idaho and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, geothermal rights, air rights, water and water rights, including, without limitation, all water right permits, licenses, decrees, claims, and applications therefor, and all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undeclared, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch, irrigation, reservoir or similar company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: N/A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of

the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with the following described promissory notes (collectively as amended, modified, supplemented or restated from time to time the "Southfield Notes"): (i) that certain revolving line of credit note dated as of December 2, 2008, in the original principal amount of Seven Million Dollars (\$7,000,000.00), with interest as provided therein, executed by SOUTHFIELD DAIRY, an Idaho general partnership ("Southfield Dairy") and payable to Mortgagee or its order (the "Southfield Feed Note"), together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by said promissory note, whether or not specifically referenced therein; and (ii) that certain revolving line of credit note dated as of December 2, 2008, in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) and increased by amendment to the principal amount of Eight Million Seventy Five Thousand Dollars (\$8,075,000.00) with interest as provided therein, executed by Southfield Dairy and payable to Mortgagee or its order together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by said promissory note, whether or not specifically referenced therein; and

(b) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Amended and Restated Credit Agreement between Southfield Dairy and Mortgagee dated as of July 30, 2010, (as amended, restated, extended, modified and supplemented from time to time, the "Southfield Loan Agreement"), together with the payment and performance of all other indebtedness or obligations incurred in connection with the Southfield Loan Agreement whether or not specifically referenced therein; and

(c) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with the following described promissory notes (collectively as amended, modified, supplemented or restated from time to time the "West Point Notes"): (i) that certain revolving line of credit note dated as of December 2, 2008, in the original principal amount of Eleven Million Seven Hundred Fifty Thousand Dollars (\$11,750,000.00) and decreased by amendment to the principal amount of Nine Million Six Hundred Thousand Dollars (\$9,600,000.00), with interest as provided therein, executed by WEST POINT FARMS, an Idaho general partnership ("West Point") and payable to Mortgagee or its order (the "West Point Herd Note") together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by said promissory note, whether or not specifically referenced therein; (ii) that certain revolving line of credit note dated as of December 2, 2008, in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00), with interest as provided therein, executed by West Point and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by said promissory note, whether or not specifically referenced therein; and (iii) that certain Term Note dated as of July 30, 2010, in the original principal amount of Eight Million Six Hundred Thousand Dollars (\$8,600,000.00), with interest as provided therein, executed by West Point and payable to Mortgagee or its order (the "West Point Term Note") together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by said promissory note, whether or not specifically referenced therein;

(d) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Amended and Restated Credit Agreement between West Point and Mortgagee dated as of July 30, 2010, (as amended, restated, modified, extended and supplemented from time to time, the "West Point Loan Agreement"), together with the payment and performance of all other indebtedness or obligations incurred in connection with the West Point Loan Agreement whether or not specifically referenced therein (the Southfield Loan Agreement and the West Point Loan Agreement shall be collectively referred to herein as the "Loan Agreement"); and

(e) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(f) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(g) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any letter of credit, swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(h) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(i) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Notes, the Loan Agreements or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into,

together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or

by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 [Intentionally Omitted].

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry public liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Mortgagor covenants:

- (a) to keep the Subject Property in good condition and repair;
- (b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;
- (c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;
- (d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;
- (e) not to commit or permit waste of the Subject Property; and
- (f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

- (a) Except as disclosed to Mortgagee in writing prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials"). Notwithstanding the foregoing, Mortgagor shall be allowed to have manure and liquid waste generated from livestock, as well as methane and other gasses which emanate from such manure and liquid waste; provided that such manure, liquid waste and gasses shall be the product of Mortgagor's livestock located on the Subject Property and shall be stored and/or disseminated subject to the terms and conditions of this Mortgage and the Loan Agreements, and in compliance with all applicable laws, including without limitation, all Hazardous Materials Laws.
- (b) To the best of Mortgagor's knowledge, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.
- (c) There are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii)

any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b). Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any other action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any

security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of Interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(III) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

4.18 Subordination. Mortgagee covenants and agrees that in the event the MetLife Mortgages (defined below) are refinanced, Mortgagee will, on terms reasonably acceptable to Mortgagee and the refinancing lender, subordinate this Mortgage to the lien of the mortgage securing the repayment of said refinancing, provided, however, any such subordination shall be conditioned upon all proceeds of the refinancing in excess of the amount necessary to: (i) repay the indebtedness secured by the MetLife Mortgages; and (ii) pay the reasonable costs and expenses of the refinancing (the "Excess Amount") being paid to Mortgagee and 85% of the Excess Amount shall be applied as a principal payment on the West Point Term Note (as defined in Section 2.1(c)(iii) of this Mortgage), and if it has been paid in full, as a principal payment on the West Point Herd Line of Credit Note (as defined in Section 2.1(c)(i) of this Mortgage) and the remaining 15% of the Excess Amount shall be applied as a principal payment on the Southfield Feed Note (as defined in Section 2.1(a)(i) of this Mortgage. As used in this section 4.18, "MetLife Mortgages" means: (a) that certain First Mortgage, Security Agreement and Assignment of Rents to secure an original indebtedness of \$1,170,000.00, and all other amounts and/or obligations secured thereby, recorded February 22, 2005, as Instrument No. 210027, Gooding County, Idaho records, dated February 18, 2005, Mortgagor: Southfield Dairy, an Idaho general partnership, and Mortgagee: Metropolitan Life Insurance Company; (b) that certain Mortgage, Security Agreement and Assignment of Rents to secure an original indebtedness of \$26,100,000.00 and any other amounts and/or obligations secured thereby, recorded August 14, 2003, as Instrument No. 202179, Gooding County, Idaho records, dated August 12, 2003, Mortgagor: Southfield Dairy, an Idaho General Partnership, and Mortgagee: Metropolitan Life Insurance Company; (c) that certain Mortgage, Security Agreement and Assignment of Rents, to secure an original indebtedness of \$5,700,000.00 and any other amounts and/or obligations secured thereby, recorded July 28, 2006, as Instrument No. 217413, Gooding County, Idaho records, dated July 27, 2006, Mortgagor: Southfield Dairy, an Idaho general partnership, and Mortgagee: Metropolitan Life Insurance Company; (d) that certain Mortgage, Security Agreement and Assignment of Rents to secure an original indebtedness of \$2,750,000.00, and any other amounts and/or obligations secured thereby, recorded July 24, 2008, as Instrument No. 227247, Gooding County, Idaho records, dated July 23, 2008, Mortgagor: Southfield Dairy, an Idaho general partnership, and Mortgagee: Metropolitan Life Insurance Company; (e) that certain Mortgage, Security Agreement and Assignment of Rents to secure an original indebtedness of \$8,000,000.00, and any other amounts and/or obligations secured thereby, recorded April 8, 2009 as Instrument No. 229985, Gooding County, Idaho records,

dated April 7, 2009, Mortgagor: Southfield Dairy, an Idaho general partnership and Southfield Properties, LLC, an Idaho limited liability company, and Mortgagee: Metropolitan Life Insurance Company; and (f) that certain Mortgage, Security Agreement and Assignment of Rents to secure an original indebtedness of \$714,000.00, and any other amounts and/or obligations secured thereby, recorded June 29, 2011 as Instrument No. 238214, Gooding County, Idaho records, Mortgagor: Southfield Dairy, an Idaho general partnership and Southfield Properties, LLC, an Idaho limited liability company, and Mortgagee: Metropolitan Life Insurance Company. Mortgagee and Metropolitan Life Insurance Company are parties to a certain Intercreditor Agreement dated April 7, 2009, as modified by that First Amendment to Intercreditor Agreement dated as of June 24, 2011, documented of record by that Memorandum of Intercreditor Agreement dated as of June 24, 2011, recorded on June 29, 2011 as Instrument No. 238215, Gooding County, Idaho.

ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Notes, the Loan Agreements or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect

to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all

Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder, provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagee at the following address:

WELLS FARGO BANK, NATIONAL ASSOCIATION
Loan Adjustment Group, MAC U1228-062
299 South Main Street, 6th Floor
Salt Lake City, UT 84111
United States of America
Attn: Jared Myres

and to Mortgagor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Notes, the Loan Agreements, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Mortgage and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Idaho selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Idaho or a neutral retired judge of the state or federal judiciary of Idaho, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Idaho and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Idaho Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this

Mortgage or any other contract, instrument or document relating to any Secured Obligation, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Real Property. Notwithstanding anything herein to the contrary, no dispute hereunder related involving real property owned by Mortgagor shall be submitted to arbitration unless: (i) Mortgagee specifically elects in writing to proceed with the arbitration; or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all Secured Obligations, and all mortgages, liens and security interests securing any of the Secured Obligations, shall remain fully valid and enforceable.

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

[signature pages follow]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

SOUTHFIELD PROPERTIES, LLC, an Idaho
general partnership

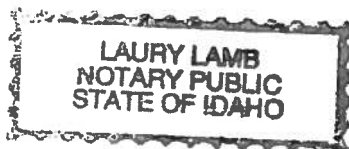
By: *Edwin Southfield*
Edwin Southfield, Manager

Address: 3310 South, 1600 East
Wendell, ID 83355

STATE OF IDAHO)
) ss
COUNTY OF Jerome)

On this 7 day of July, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edwin Southfield, to me personally known or proven to me to be the person who executed the foregoing Instrument, who, being by me first duly sworn, stated that he is the sole manager of Southfield Properties, LLC, that he executed such Instrument on behalf of said company, and acknowledged to me that he executed the foregoing as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



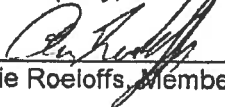
Laurie Lamb
Notary Public
Residing at *Jerome*
My Commission Expires on *4/3/2016*

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

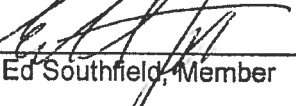
SOUTHFIELD DAIRY, an Idaho general partnership

Address: 3308 South, 1600 East
Wendell, ID 83355

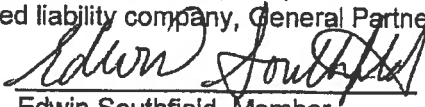
By: ARIE ROELOFFS, LLC, an Idaho limited liability company; General Partner

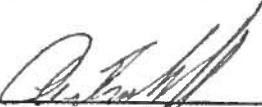
By: 
Arie Roeloffs, Member

By: ED SOUTHFIELD, LLC, an Idaho limited liability company; General Partner

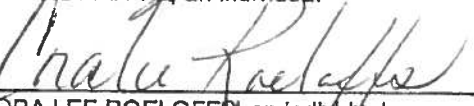
By: 
Ed Southfield, Member

By: EDWIN SOUTHFIELD, LLC, an Idaho limited liability company; General Partner

By: 
Edwin Southfield, Member

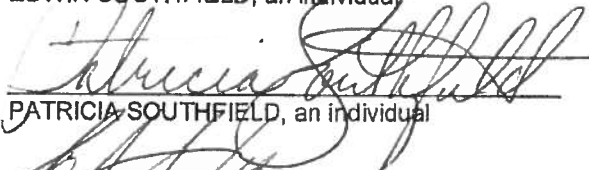

ARIE ROELOFFS, an individual

Address: 3340 S. 1600 E.
Wendell, ID 83355


CORA LEE ROELOFFS, an individual


EDWIN SOUTHFIELD, an individual

Address: 3310 S. 1600 E
Wendell, ID 83355


PATRICIA SOUTHFIELD, an individual


ED SOUTHFIELD, an individual

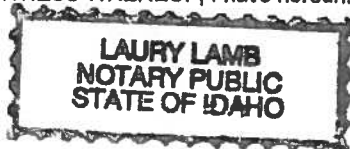
Address: 1446 River Rd.
~~Wendell, ID 83355~~
Buhl, ID 83316


CAROL SOUTHFIELD, an individual

STATE OF IDAHO)
) ss
COUNTY OF Jerome)

On this 7 day of July, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ARIE ROELOFFS, to me personally known or proven to me to be the person who executed the foregoing Instrument, who, being by me first duly sworn, stated that he is the managing member of ARIE ROELOFFS, LLC, an Idaho limited liability company, a General Partner of SOUTHFIELD DAIRY, an Idaho general partnership, that he executed such Instrument in such capacity on behalf of said partnership, and acknowledged to me that he executed the foregoing as the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

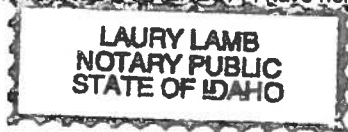


Laurie Lamb
Notary Public
Residing at Jerome
My Commission Expires on 4/2/2014

STATE OF IDAHO)
) ss
COUNTY OF Jerome)

On this 7 day of July, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ED SOUTHFIELD, to me personally known or proven to me to be the person who executed the foregoing Instrument, who, being by me first duly sworn, stated that he is the managing member of ED SOUTHFIELD, LLC, an Idaho limited liability company, a General Partner of SOUTHFIELD DAIRY, an Idaho general partnership, that he executed such Instrument in such capacity on behalf of said partnership, and acknowledged to me that he executed the foregoing as the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

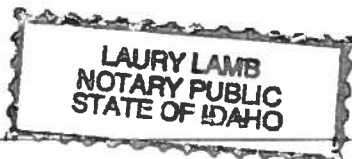


Laurie Lamb
Notary Public
Residing at Jerome
My Commission Expires on 4/2/2014

STATE OF IDAHO)
) ss
COUNTY OF Jerome)

On this 7 day of July, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDWIN SOUTHFIELD, to me personally known or proven to me to be the person who executed the foregoing Instrument, who, being by me first duly sworn, stated that he is the managing member of EDWIN SOUTHFIELD, LLC, an Idaho limited liability company, a General Partner of SOUTHFIELD DAIRY, an Idaho general partnership, that he executed such instrument in such capacity on behalf of said partnership, and acknowledged to me that he executed the foregoing as the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

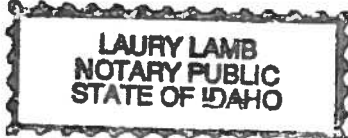


Laurie Lamb
Notary Public
Residing at Jerome
My Commission Expires on 4/2/2014

STATE OF IDAHO)
County of Jerome) ss.

On this 17 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared ARIE ROELOFFS, known or identified to me to be the person who executed the instrument, and acknowledged to me that he executed the same.

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

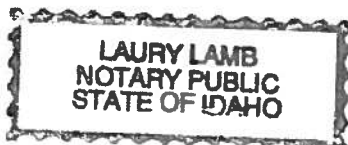


Laury Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/2/2016

STATE OF IDAHO)
County of Jerome) ss.

On this 7 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared CORA LEE ROELOFFS, known or identified to me to be the person who executed the instrument, and acknowledged to me that she executed the same.

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

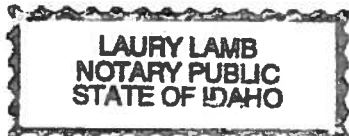


Laury Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/2/2016

STATE OF IDAHO)
) ss.
County of Jerome)

On this 7 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared EDWIN SOUTHFIELD, known or identified to me to be the person who executed the instrument, and acknowledged to me that he executed the same.

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

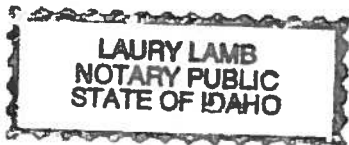


Laury Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/9/2016

STATE OF IDAHO)
) ss.
County of Jerome)

On this 7 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared PATRICIA SOUTHFIELD, known or identified to me to be the person who executed the instrument, and acknowledged to me that she executed the same.

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

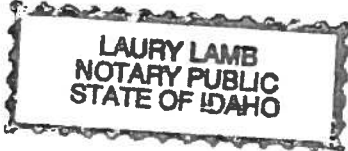


Laury Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/9/2016

STATE OF IDAHO)
County of Jerome : ss.

On this 7 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared ED SOUTHFIELD, known or identified to me to be the person who executed the instrument, and acknowledged to me that he executed the same.

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

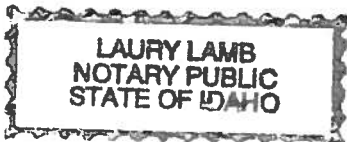


Laurie Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/21/2016

STATE OF IDAHO)
County of Jerome : ss.

On this 7 day of July, 2011, before me, the undersigned, a notary public in and for said State, personally appeared CAROL SOUTHFIELD, known or identified to me to be the person who executed the instrument, and acknowledged to me that she executed the same.

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



Laurie Lamb
Notary Public
Residing at: Jerome
My Commission Expires: 4/21/2016

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

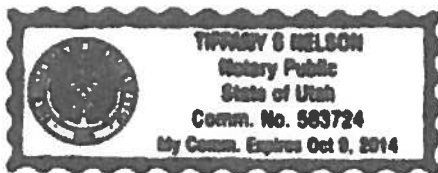
By: Jared Myres
Jared Myres
Vice President

STATE OF UTAH)

) ss:

County of Salt Lake)

On this 10th day of July 2011, before me Tiffany S Nelson, personally appeared Jared Myres, known or identified to me (or proved to me on the oath of Utah) to be the vice president of the national banking association that executed the instrument or the person who executed the instrument on behalf of said national banking association, and acknowledged to me that such national banking association executed the same.



Tiffany S Nelson
Notary Public

Residing at Magna, UT

My Commission Expires on 10-9-14

5058398_2.DOC

EXHIBIT A

(Description of Subject Property)

Exhibit A to MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES executed by SOUTHFIELD PROPERTIES, LLC, an Idaho limited liability company (as to Tracts I, II and III) and SOUTHFIELD DAIRY, an Idaho general partnership, ED SOUTHFIELD AND CAROL SOUTHFIELD, husband and wife, EDWIN SOUTHFIELD AND PATRICIA SOUTHFIELD, husband and wife, and ARIE ROELOFFS AND CORA LEE ROELOFFS, husband and wife (as to Tract IV, Parcels No. 1 through 7), to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee.

[legal description follows]

TRACT I

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

Section 15: **S $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;**

AND

Section 10: **SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$;**

EXCEPT a parcel of land more particularly described as follows:

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

AND

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

Section 10: **The E $\frac{1}{4}$ W $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$;**

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

Beginning at the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North along the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 500.0 feet;
Thence East parallel with the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, 425.0 feet more or less to the
Center of the "South Gooding Main Canal" of the Big Wood Canal Company System;
Thence Southerly along the centerline of said canal to the point of intersection with the South
boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence West along the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 410.0 feet more or less to the POINT
OF BEGINNING

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

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

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

TRACT II

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

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

Beginning at the Northeast corner of said Section 7;
Thence South 0°05'09" East a distance of 131.75 feet along the Easterly boundary of said Section 7 to the Southerly right of way boundary of State Highway No. 20 and THE TRUE POINT OF BEGINNING;
Thence South 0°05'09" East a distance of 5136.07 feet along the Easterly boundary of said Section 7 to the Southeast corner thereof;
Thence South 0°10'32" East a distance of 3390.55 feet along the Easterly boundary of said Section 18 to center of a gravel road;
Thence Westerly along the center of said gravel road the following courses and distances
South 83°06'23" West a distance of 1233.75 feet;
Thence South 69°19'46" West a distance of 1447.91 feet;
Thence South 59°44'42" West a distance of 655.17 feet;
Thence South 56°27'21" West a distance of 334.08 feet;
Thence South 62°42'32" West a distance of 232.23 feet leaving the center of said gravel road to a point in the road fence which is 1400.00 feet from the center of an irrigation pivot;
Thence Westerly along the edge of said pivot 2227.67 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 91°10'06" and a chord which bears North 60°34'28" West a distance of 1999.98 feet to a point on the Westerly boundary of said Section 18;
Thence North 0°03'00" East a distance of 726.59 feet along the Westerly boundary of said Section 18 to a point 1400.00 feet from the center of said irrigation pivot;

Thence Northeasterly along the edge of said irrigation pivot 1821.12 feet on the arc of a non-tangent curve to the right with a radius of 1400.00 feet, a central angle of 74°31'50" and a chord which bears North 52°21'20" East a distance of 1695.42 feet to a point on the Westerly boundary of the E½NW¼ of said Section 18;
 Thence North 0°00'23" West a distance of 1922.36 feet to the Northwest corner of said E½NW¼; Thence North 0°00'23" West a distance of 600.00 feet on the projection northwardly of the Westerly boundary of said E½NW¼;
 Thence North 89°56'40" East a distance of 1339.67 feet parallel with and 600.00 feet Northerly from the Southerly boundary of said Section 7 to the Westerly boundary of the E¼ of said Section 7;
 Thence North 0°00'22" West a distance of 2072.19 feet along the Westerly boundary of the E¼ of said Section 7;
 Thence North 89°59'10" East a distance of 1262.81 feet to a point 50.00 feet Westerly from the Westerly boundary of the E½NE¼ of said Section 7;
 Thence North 0°05'50" West a distance of 2460.67 feet parallel with the Westerly boundary of said E½NE¼ to the Southerly right of way boundary of said State Highway No. 30;
 Thence North 89°46'37" East a distance of 1413.30 feet along said right of way boundary to THE TRUE POINT OF BEGINNING.

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

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

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

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

Section 2: S½NW¼

EXCEPTING THEREFROM the following tract of land:

Beginning at the Northeast corner of the SE¼NW¼ of said Section 2;
 Thence West 80 rods to the Northwest corner thereof;
 Thence South along the West line thereof 12 rods;
 Thence in a Southeasterly direction to a point on the East line of said 40 acres, 17 rods South of the Northeast corner thereof;
 Thence North along said East line 17 rods to THE POINT OF BEGINNING.

EXCEPT highway right of way as set forth in Deeds to the State of Idaho, dated 1941, recorded November 11, 1941 in Book 33 Page 193 and dated October 10, 1941, recorded November 15, 1941 in Book 33 Page 195, Gooding County records.

AND EXCEPTING THEREFROM the following described parcel located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$:

Commencing at the West quarter corner of Section 2 a distance of 772.60 feet on a bearing of North 0°25'37" East along the West boundary of said Section 2;
Thence a distance of 33.00 feet on a bearing of South 89°34'23" East to the East boundary of a county road said point being THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along said East boundary of a county road a distance of 551.15 feet on a bearing of North 0°25'37" East to the North boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ said Section 2;
Thence along this said North boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 505.08 feet on a bearing of South 89°46'25" East;
Thence a distance of 266.11 feet on a bearing of South 0°25'37" West to the centerline of an irrigation lateral;
Thence along the said centerline of an irrigation lateral the following courses and distances:
South 50°52'49" West, 109.12 feet;
South 38°58'43" West, 151.51 feet;
South 79°59'18" West, 116.83 feet;
South 52°21'06" West, 64.17 feet;
South 77°07'08" West, 163.54 feet to THE POINT OF BEGINNING.

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

Section 2: Lots 1, 2, 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence West along the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the Northwest corner thereof;
Thence South along the West line thereof 12 rods;
Thence Easterly to a point on the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ which point is 17 rods South of the Northeast corner thereof;
Thence North along the said East line 17 rods to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

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

Section 2: Part of Government Lot 1, described as follows:

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

SUBJECT TO a 15.00 feet in width access easement described as follows:

Beginning at the Northeast corner of Section 2;
Thence South 0°11' East 354.56 feet along the Easterly boundary of Section 2 to the TRUE POINT
OF BEGINNING.
Thence South 89°37'20" West 43.50 feet;
Thence South 0°11' East 15.00 feet;
Thence North 89°37'20" East 43.50 feet to the Easterly boundary of Section 2;
Thence North 0°11' West 15.00 feet along the Easterly boundary of Section 2 to the TRUE POINT
OF BEGINNING.

EXCEPTING AND RESERVING UNTO GRANTOR A PIPELINE EASEMENT for maintenance described as
follows:

BEGINNING at the Northeast corner of Section 2;
Thence South 0°11' East 55.20 feet along the Easterly boundary of Section 2 to the center of a 10.00
feet in width irrigation pipeline easement;
Thence South 67°54'32" West 163.31 feet along the center of said Easement;
Thence South 41°36'19" West 163.87 feet along said center of Easement to the afore described
Westerly property boundary.

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

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

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

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

Section 3: SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT the West 66 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

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

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

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

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

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

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

Beginning at the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the TRUE POINT OF BEGINNING;

Thence South along the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 341.00 feet;

Thence Northeasterly to a point on the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said point lies 205.00 feet East of the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, 205.00 feet to TRUE POINT OF BEGINNING;

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

Beginning at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 89°43'13" West, 500.00 feet along the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 70°36'49" West, 104.00 feet to a point 35 feet South of the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 86°57'45" West, 727.33 feet to the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 0°01'48" West, 811.28 feet along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence South 89°36'37" East, 605.00 feet;

Thence South 0°01'48" West, 502.50 feet to a point on the Southerly boundary of Section 3;

Thence East along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, the POINT OF BEGINNING.

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

Commencing at the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 527.00 feet to the TRUE POINT OF BEGINNING;

Thence South along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 527.00 feet to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence West along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 590.00 feet;

Thence Northeasterly 785.00 feet, more or less, to the TRUE POINT OF BEGINNING;

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

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

EXCEPTING THEREFROM a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;

Thence South 86°40' East, 97.00 feet;

Thence North 4°04' East, 349.51 feet;

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

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

Thence South 13°32' West, 54.50 feet;

Thence South 32°01' East, 55.00 feet;

Thence South 3°00' West, 77.20 feet;

Thence South 46°56' West, 31.30 feet;

Thence South 8°13' West, 201.22 feet;

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

ALSO EXCEPTING THEREFROM a portion of the $\frac{8}{16}$ SE $\frac{1}{4}$ of said Section 4, described as follows:

That portion of the $\frac{8}{16}$ SE $\frac{1}{4}$, Section 4 lying Southwest of the Southwest boundary of that certain right of way for ingress and egress set out in Instrument No. 147811, recorded February 24, 1992, records of Gooding County, Idaho, described as follows:

A right of way for ingress and egress, 10 feet on each side of the following described center line over the $\frac{8}{16}$ SE $\frac{1}{4}$;

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

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

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

Section 4: Lots 3 and 4; $\frac{3}{16}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

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

Section 4: A parcel of land located in the $\frac{8}{16}$ SE $\frac{1}{4}$, described as follows:

Commencing at the Southeast corner of Section 4;

Thence South 89°58'00" West, 564.97 feet along the South Section line of Section 4 to a point on said line which is the TRUE POINT OF BEGINNING.

point; Thence North 44°35'11" West, 919.79 feet along the South boundary of an existing roadway to a

Thence South 4°02'00" West, 251.12 feet to a point;

Thence North 86°41'54" West, 306.18 feet to a point on the center line of an existing canal;

Thence South 4°58'00" West, 148.50 feet along said center line to a point on said center line;

Thence South 8°02'00" East, 277.53 feet along said center line to a point on the South Section line of Section 4;

Thence North 89°58'00" East, 943.09 feet along said Section line to the TRUE POINT OF BEGINNING.

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

Section 4: That part of the $\frac{8}{16}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of the $\frac{8}{16}$ SE $\frac{1}{4}$;

Thence North 0°08' West along the West line of said $\frac{8}{16}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;

Thence South 86°40' East, 97.00 feet;

Thence North 4°04' East, 349.51 feet;

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

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

Thence South 13°32' West, 54.50 feet;

Thence South 32°01' East, 55.00 feet;

Thence South 3°00' West, 77.20 feet;

Thence South 46°56' West, 31.30 feet;

Thence South 8°13' West, 201.22 feet;

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

TOGETHER WITH a right of way for ingress and egress, described as follows:
A right-of-way for ingress and egress, 10 feet on each side of the following described center line over the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Beginning 350.94 feet West of the Southeast corner of Section 4;
Thence North 44°33'11" West, 857.21 feet to the above described tract, all in Section 4, Township 8 South Range 14 East of the Boise Meridian, Gooding County, Idaho.

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

Section 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land in the S $\frac{1}{4}$ SE $\frac{1}{4}$;
Beginning at the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°08' West along the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet to the TRUE POINT OF BEGINNING;
Thence South 86°40' East, 97.00 feet;
Thence North 4°04' East, 349.51 feet;
Thence North 77°09' West, 298.67 feet to the center line of the North Side Canal Company Lateral;
Thence following the center line of the North Side Canal Company lateral the following courses:
Thence South 13°32' West, 54.50 feet;
Thence South 32°01' East, 55.00 feet;
Thence South 3°00' West, 77.20 feet;
Thence South 46°56' West, 31.30 feet;
Thence South 8°13' West, 201.22 feet;
Thence South 86°40' East, leaving the North Side Canal Company Lateral, 209.17 feet, more or less, to the TRUE POINT OF BEGINNING.

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

Beginning at the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 0°08' West, along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 410.60 feet;
Thence North 86°40' West 209.17 feet, more or less, to the centerline of a North Side Canal Company Lateral;
Thence Southerly along the centerline of said Lateral to the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

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

Section 5: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$;

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

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

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

Section 9: NE¼;

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

Section 9: SE¼NW¼; SW¼;

EXCEPTING THEREFROM a parcel of land located in the SE¼SW¼ of said Section 9, described as follows:

Beginning at a point on the Southerly boundary line of said SE¼SW¼ which is 375 feet West of the Southeast corner of said SE¼SW¼, which point is the POINT OF BEGINNING.
Thence East along the Southerly boundary line of said SE¼SW¼ for 375 feet;
Thence North along the Easterly boundary line of said SE¼SW¼ for 375 feet;
Thence Southwest to the POINT OF BEGINNING.

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

Section 9: NW¼NW¼

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

Section 10: NW¼;

EXCEPTING THEREFROM the following described parcel of land located in the NW¼NW¼, to wit:

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

ALSO EXCEPTING THEREFROM a parcel of land located in the SW¼NW¼ being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10, from which the South Quarter corner of said Section 10 bears South 00°47'13" West, 5278.71 feet;
Thence South 00°47'13" West along the East boundary of the NW¼ of said Section 10 for a distance of 1,387.41 feet;
Thence North 89°12'47" West for a distance of 2,141.72 feet to the POINT OF BEGINNING;
Thence South 00°33'42" West for a distance of 210.00 feet;
Thence North 89°26'18" West for a distance of 165.00 feet;
Thence North 00°33'42" East for a distance of 210.00 feet;
Thence South 89°26'18" East for a distance of 165.00 feet to the POINT OF BEGINNING.

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

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

SUBJECT TO County Road right of way along the North boundary.

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

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

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

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

Section 12: SE¼SE¼

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

Section 12: W¼NW¼SE¼;

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

Section 12: N¼NE¼SE¼, EXCEPTING THEREFROM the following described parcel:

Commencing at the Northeast corner of said N¼NE¼SE¼;
Thence South 480.00 feet along the Easterly boundary of said N¼NE¼SE¼ to the TRUE POINT OF BEGINNING;
Thence South 182.88 feet along said Easterly boundary to the Southeast corner of said N¼NE¼SE¼;
Thence South 89°56'13" West, 1,325.43 feet to the Southwest corner of said N¼NE¼SE¼;
Thence North 0°05'44" East, 260.40 feet along the Westerly boundary of said N¼NE¼SE¼ to a point four (4) feet South of an irrigation ditch;
Thence Easterly along said irrigation ditch the following courses and distances:
North 89°31'02" East, 915.89 feet;
Thence South 88°44'24" East, 115.90 feet;
Thence South 78°28'51" East, 142.62 feet;
Thence South 65°39'37" East, 89.36 feet;
Thence South 77°31'53" East, 73.84 feet to the TRUE POINT OF BEGINNING.

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

Section 12: W¼;

EXCEPTING THEREFROM a part of the N¼SW¼ described as follows:

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

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

Section 12: S¼NW¼SE¼, EXCEPTING THEREFROM the following parcel of land:

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

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

Section 13: SE¼; S¼SW¼, EXCEPTING THEREFROM the following described parcel of land:

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

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

Section 13: All of that part of the S¼NE¼, lying South of Lateral W-9 of the Northside Canal Company Limited.

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

Section 13: NB $\frac{1}{4}$ NE $\frac{1}{4}$

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

Section 14: A tract of land located in the S $\frac{1}{2}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ of Section 14;
Thence North 89°53'10" West a distance of 1,172.50 feet along the Southerly boundary of said SE $\frac{1}{4}$
to the TRUE POINT OF BEGINNING;
Thence North 89°53'10" West a distance of 1,469.56 feet along the Southerly boundary of said SE $\frac{1}{4}$
to the Southwest corner of said SE $\frac{1}{4}$ and the Southeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°55'08" West a distance of 1,322.12 feet to the Southwest corner of said
SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 0°12'34" East a distance of 1,321.38 feet to the Northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°53'40" East a distance of 1,321.55 feet to the Northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$
and the Northwest corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 89°52'41" East a distance of 1,905.86 feet along the Northerly boundary of said
S $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 0°13'24" West a distance of 569.50 feet;
Thence North 89°53'10" West a distance of 436.16 feet;
Thence South 0°10'00" West a distance of 751.05 feet to the TRUE POINT OF BEGINNING.

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

Section 15: A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

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

BEGINNING.

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

Section 23: SW $\frac{1}{4}$ SW $\frac{1}{4}$; R $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$;

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

FURTHER EXCEPTING that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ conveyed to West Point Highway District
No. 4, as set forth in Right of Way Deed recorded March 29, 1951 as Instrument Number 114963,
Gooding County records.

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

Section 24: N½

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

Section 26: That part of the 8¼S3¼, described as follows:

Commencing at the Southeast corner of Section 26 which is THE REAL POINT OF BEGINNING,
said point lies South 00°01'46" West, 2639.45 feet from the East quarter corner of Section
26;

Thence South 89°58'03" West, 2584.28 feet along the South boundary of Section 26, to a point
that lies East 55.00 feet from the South quarter corner of said Section 26;

Thence North 57°17'02" East, 541.41 feet, measured (North 57°33' East, 543.10 feet, recorded);

Thence North 22°34'01" East, 272.07 feet, measured (North 22°53' East, 272.00 feet, recorded);

Thence North 17°11'43" West, measured 6.58 feet (North 16°58' West, recorded);

Thence South 70°13'36" East, 220.27 feet;

Thence South 89°51'20" East, 69.12 feet;

Thence North 55°19'23" East, 176.87 feet;

Thence North 72°32'48" East, 107.77 feet;

Thence North 80°35'28" East, 108.54 feet;

Thence North 06°53'06" East, 109.80 feet;

Thence North 46°50'36" East, 60.36 feet;

Thence North 71°56'35" East, 80.83 feet;

Thence South 82°44'21" East, 75.09 feet;

Thence North 87°05'34" East, 57.48 feet;

Thence North 78°41'15" East, 87.50 feet;

Thence North 46°27'23" East, 173.20 feet;

Thence South 87°36'33" East, 89.76 feet;

Thence South 87°48'49" East, 63.37 feet;

Thence South 79°04'23" East, 96.36 feet;

Thence North 71°07'29" East, 90.58 feet;

Thence North 66°56'30" East, 128.81 feet;

Thence North 44°40'19" East, 112.72 feet;

Thence North 79°57'04" East, 49.14 feet;

Thence South 60°19'24" East, 41.25 feet;

Thence South 44°26'35" East, 129.82 feet;

Thence South 58°48'34" East, 146.00 feet;

Thence South 54°25'57" East, 106.43 feet to the East boundary of Section 26;

Thence South 00°01'46" West along the East boundary of Section 26, 823.38 feet to THE REAL
POINT OF BEGINNING.

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

Section 7: Lots 3 and 4; E½SW¼

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

Section 18: Lot 2;

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

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$

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

Section 18: S $\frac{1}{4}$, EXCEPTING THEREFROM that part of Lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of said Lot 4;
Thence South 89°54'25" East, 250.00 feet along the Southerly boundary of said Lot 4 to THE TRUE
POINT OF BEGINNING;
Thence South 89°54'25" East, 921.85 feet along the Southerly boundary of said Lot 4 and said
SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 0°02'44" East, 1145.67 feet;
Thence North 89°54'20" West, 922.76 feet to point 250.00 feet Easterly of the Westerly boundary
of said Lot 4;
Thence South 1145.69 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the SE $\frac{1}{4}$ and part of the E $\frac{1}{2}$ SW $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$;
Thence Westerly along the Southerly boundary of said Section 18, North 89°54'25" West, 3822.21
feet;
Thence North 0°02'44" East, 2641.34 feet to the Northerly boundary of said E $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence Easterly along the Northerly boundary of said E $\frac{1}{2}$ SW $\frac{1}{4}$ and said SE $\frac{1}{4}$, South 89°54'16"
East, 3815.34 feet to the Northeast corner of said SE $\frac{1}{4}$;
Thence Southerly along the Easterly boundary of said SE $\frac{1}{4}$, South 0°06'12" East, 2641.19 feet to
THE POINT OF BEGINNING.

TRACT III

TRACT I:

PARCEL NO. 1:

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

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

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

Thence North 0°10'12" West 94.87 feet;
Thence South 89°40'12" East 466.44 feet to the center of the Northside Canal Company "W-9"
Irrigation canal;
Thence South 27°28'50" West 106.61 feet along the center of said "W-9" canal;
Thence North 89°40'12" West 416.96 feet along the center of the "W-56" irrigation lateral to THE
TRUE POINT OF BEGINNING;

PARCEL NO. 2:

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

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

PARCEL NO. 3:

INTENTIONALLY DELETED

TRACT II:

PARCEL NO. 1:

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

Section 15: W¼SE¼, EXCEPTING THEREFROM a portion of the SW¼SE¼, described as follows:

Commencing at the South quarter corner of Section 15, from which the Southeast section corner
bears South 89°52'54" East, 2644.23 feet, said point being THE REAL POINT OF
BEGINNING;
Thence North 0°03'58" West, 391.01 feet along the Westerly boundary of the SW¼SE¼ said
Section 15;
Thence South 89°52'54" East, 692.97 feet;
Thence South 0°22'08" West, 391.01 feet to a point on the Southerly boundary of the SW¼SE¼
said Section 15;
Thence North 89°52'54" West, 690.00 feet along the Southerly boundary of the SW¼SE¼ said
Section 15 to THE REAL POINT OF BEGINNING.

PARCEL NO. 2:

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

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

TRACT III:

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

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

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

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

TRACT IV

PARCEL NO. 1:

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

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

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

PARCEL NO. 2:

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

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

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

Beginning at the Southwest corner of said quarter section;
Thence East along the South line of said quarter to a point 1271 feet East of the POINT OF BEGINNING;
Thence North on a line parallel to the West line of said quarter 1664 feet to the center of the channel of a Coulee used by the Twin Falls North Side Land and Water Company as an irrigation ditch and known as "W.26";
Thence West and bearing South, following the center line of said Coulee to a point where the same intersects with the West line of said quarter section;
Thence South 1145 feet to the POINT OF BEGINNING.

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

Beginning at a point 50 feet West of the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ which is THE TRUE POINT OF BEGINNING;
Thence East 50 feet to the Southeast corner;
Thence North 50 feet;
Thence Southwesterly to the POINT OF BEGINNING, which is also described in Book 4 of Deeds, Page 21 dated September 5, 1913, recorded November 4, 1913, Gooding County records;

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

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

PARCEL NO. 3:

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

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

PARCEL NO. 4:

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

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

EXCEPTING THEREFROM the following described parcel of land;

Commencing at the Southeast corner of said Section 31;
Thence West along the South boundary of Section 31 for a distance of 1863.40 feet to a point in the center of Canal Company Lateral and being THE TRUE POINT OF BEGINNING;
Thence West along the South boundary of Section 31 for a distance of 346.03 feet;
Thence North for a distance of 270.75 feet;
Thence North 84°28'24" East for a distance of 244.97 feet;
Thence South 22°25'59" East for a distance of 120.62 feet;
Thence North 57°40'39" East for a distance of 384.86 feet to the center of the Canal company Lateral;
Thence South 17°15'05" West along the center of the Canal Company Lateral for a distance of 72.15 feet;
Thence South 37°45'40" West along the center of the Canal Company Lateral for a distance of 404.43 feet to a point on the South boundary of Section 31 and being the TRUE POINT OF BEGINNING.

SUBJECT to a 25.0 foot wide County road right of way along the Southerly boundary thereof;

AND ALSO SUBJECT to a canal company right of way for maintenance of the lateral along the Easterly boundary.

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

Commencing at the Southeast corner of said Section 31, from which the South quarter corner of said Section 31 bears North 90°00'00" West, 2643.42 feet;
Thence North 90°00'00" West along the South boundary of the SE $\frac{1}{4}$ of said Section 31 for a distance of 1559.65 feet to the POINT OF BEGINNING;
Thence North 90°00'00" West along the South boundary of the SE $\frac{1}{4}$ of said Section 31 for a distance of 303.76 feet to the centerline of a canal company lateral;
Thence North 37°45'41" East along the centerline of the canal company lateral for a distance of 404.43 feet;
Thence North 17°15'03" East along the centerline of the canal Company lateral for a distance of 44.15 feet;
Thence North 90°00'00" East for a distance of 43.00 feet;
Thence South 00°00'00" East for a distance of 361.89 feet to the South boundary of the SE $\frac{1}{4}$ of said Section 31, and the POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE $\frac{1}{4}$, and being more particularly described by notes and bounds as follows:

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

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

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

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

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

PARCEL NO. 5:

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

Section 31: E $\frac{1}{4}$ SE $\frac{1}{4}$,

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes by Right of way Deed recorded June 11, 1937, in Book 28, Page 430 as Instrument No. 67931, Gooding County records

AND ALSO EXCEPTING THEREFROM all that certain tract or parcel of land situated in the SE $\frac{1}{4}$, and being more particularly described by notes and bounds as follows:

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

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

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

PARCEL NO. 6:

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

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

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

PARCEL NO. 7:

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

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

Commencing at the Southeast corner of the aforementioned Section 31;
 Thence West, 2209.44 feet along and with the section line;
 Thence North, 270.75 feet;
 Thence South 89°55'02" East, 427.80 feet to the most Westerly corner and POINT OF BEGINNING
 of the herein described tract;
 Thence North 57°40'39" East, 221.62 feet;
 Thence South 17°15'05" West, 28.00 feet;
 Thence West, 24.20 feet;
 Thence South 15°19'53" West, 16.77 feet;
 Thence South 36°33'24" West, 79.74 feet;
 Thence South 65°56'24" West, 28.56 feet;
 Thence North 89°55'02" West, 76.67 feet to THE POINT OF BEGINNING.

IDWR Water Right and Adjudication Search

Note: This search tool identifies active water rights and active transfers. If you want to search both active and inactive water rights, please check the box below.

To view documents related to all existing Transfer applications, see [SEARCH Transfers](#) on the Water Right Transfer tab.

☐ Search for both active and inactive water right records.

Search Results

Type of Query

USAGE INSTRUCTION

☒ All Adjudication & Water Rights	
Adjudication ☐ Claims ☐ Recommendations ☐ Both	Water Rights ☐ Applications ☐ Permits ☐ Decrees, Licenses and Statutory Claims ☐ Transfers ☐ All of the above

Basin Who What When Where Clear Search Help

Query parameters:

OrganizationName = southfield

Search for: active Records

Information for type: Application

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner List
Details												
Related Documents												
General Provision												

Information for type: Statutory Claim, Decree and License

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner List
Details	2	11	68			Decreed	Active	1867-03-01	0.5	PAR DRAIN	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	2	11	68			Decreed	Active	1867-03-01	0.5	PAR DRAIN	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	4	36	2262			Decreed	Active	1954-05-25	2	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	5	36	2297			Decreed	Active	1956-03-23	1.82	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Pedigree												
Related Documents												
General Provision												
Details	6	36	2335			Decreed	Active	1957-07-08	3.16	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	7	36	2374	B		Decreed	Active	1959-01-29	1.94	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details										GROUND		SOUTHFIELD
Related Documents												
General Provision												

Related Documents	8	36	2425	C		Decreed	Active	1960-03-09	0.13	WATER	IRRIGATION	PROPERTIES LLC (Current)
General Provision												
Details	9	36	2510			Decreed	Active	1961-08-25	0.68	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision												
Details	10	36	2517	A		Decreed	Active	1961-09-11	1.06	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	11	36	2517	B		Decreed	Active	1961-09-11	0.21	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	12	36	2520	A		Decreed	Active	1961-10-02	1.37	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	13	36	2590			Decreed	Active	1964-05-19	2.42	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	14	36	2698			Decreed	Active	1960-02-25	0.36	GROUND WATER	STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	15	36	2907			Decreed	Active	1990-04-26	0.8	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision												
Details	16	36	4048			Decreed	Active	1958-03-25	3.14	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	17	36	4119			Decreed	Active	1952-06-09	1.6	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	18	36	4246			Decreed	Active	1968-03-15	0.12	WASTE WATER	IRRIGATION, STOCKWATER FROM STORAGE, STOCKWATER STORAGE	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	19	36	7157	A		Decreed	Active	1971-02-16	3.3	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Pedigree												
Related Documents												
General Provision												
Details	20	36	7295	A		Decreed	Active	1973-12-11	2.43	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	21	36	7295	B		Decreed	Active	1973-12-11	2.8	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												

Information for type: Statutory Claim, Decree and License

[illegible]

Related Documents General Provision	23	36	7304	A		Decreed	Active	1973-02-23	5.2	GROUND WATER	IRRIGATION	PROPERTIES LLC (Current)
Details Related Documents General Provision	24	36	7304	B		Decreed	Active	1973-02-23	0.24	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	25	36	7304	C		Decreed	Active	1973-02-23	0.8	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	26	36	7325	A		Decreed	Active	1973-04-12	3.6	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	27	36	7325	B		Decreed	Active	1973-04-12	0.95	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	28	36	7326			Decreed	Active	1973-04-06	0.64	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	29	36	7377	D		Decreed	Active	1973-09-07	0.79	GROUND WATER	COMMERCIAL, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	30	36	7377	F		Decreed	Active	1973-09-07	0.24	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	31	36	7377	G		Decreed	Active	1973-09-07	1.04	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	32	36	7377	H		Decreed	Active	1973-09-07	0.05	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Pedigree Related Documents General Provision	33	36	7460	B		Decreed	Active	1974-03-25	1.04	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Pedigree Related Documents General Provision	34	36	7460	E		Decreed	Active	1974-03-25	0.13	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Pedigree Related Documents General Provision	35	36	7460	F		Decreed	Active	1974-03-25	0.12	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	36	36	7533	A		Decreed	Active	1975-03-27	1.13	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents General Provision	37	36	7533	B		Decreed	Active	1975-03-27	1.12	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details Related Documents	38	36	7533	C		Decreed	Active	1975-03-27	0.42	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)

General Provision												
Details	39	36	7547	D		Decreed	Active	1975-05-13	1.14	GROUND WATER	COMMERCIAL STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	40	36	7547	F		Decreed	Active	1975-05-13	0.35	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	41	36	7547	G		Decreed	Active	1975-05-13	1.51	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												

Information for type: Statutory Claim, Decree and License

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner List
Details	42	36	7547	H		Decreed	Active	1975-05-13	0.08	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	43	36	7575			Decreed	Active	1975-10-31	0.43	GROUND WATER	IRRIGATION, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision	44	36	7583			Decreed	Active	1975-12-09	0.22	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision	45	36	7584			Decreed	Active	1975-12-09	1.08	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision	46	36	7672			Decreed	Active	1977-01-27	1.77	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision	47	36	8063	C		License	Active	1982-02-21	0.3	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details												
General Provision	48	36	8252	E		License	Active	1984-10-17	0.1	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details												
General Provision	49	36	8313	A		License	Active	1986-08-20	1.2	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details												
General Provision	50	36	8387			License	Active	1988-08-31	2.48	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision	51	36	8529			License	Active	1990-04-05	0.66	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Details												
Related Documents	52	36	8560	A		License	Active	1990-09-07	1.03	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	53	36	8560	B		License	Active	1990-09-07	0.12	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	54	36	8582			License	Active	1991-02-20	0.46	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision	55	36	8608			License	Active	1991-09-03	0.86	GROUND	COMMERCIAL, DOMESTIC,	SOUTHFIELD PROPERTIES
Details												
Related Documents												

Information for type: Statutory Claim, Decree and License

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner List
Details	62	36	10270			Decreed	Active	1976-06-01	0.07	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	63	36	10271			Decreed	Active	1978-02-22	0.07	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	64	36	10382			Decreed	Active	1920-12-31	0.07	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	65	36	10383			Decreed	Active	1940-12-31	0.13	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	66	36	10479			Decreed	Active	1973-02-01	0.06	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	67	36	10480			Decreed	Active	1974-03-01	0.02	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	68	36	10497			Decreed	Active	1948-01-01	0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	69	36	10498			Decreed	Active	1948-01-01	0.07	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	70	36	10499			Decreed	Active	1906-01-01	0.13	GROUND	DOMESTIC,	SOUTHFIELD PROPERTIES
Related Documents												
General Provision												

Related Documents										WATER	STOCKWATER	LLC (Current)
General Provision												
Details												
Related Documents	71	36	10535			Decreed	Active	1931-04-20	0.13	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	72	36	10573			Decreed	Active	1980-09-01	0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	73	36	10586			Decreed	Active	1979-10-31	0.13	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	74	36	10638			Decreed	Active	1970-04-01	0.04	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	75	36	10639			Decreed	Active	1987-04-01	0.04	GROUND WATER	STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	76	36	10650			Decreed	Active	1983-04-01	0.04	GROUND WATER	STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	77	36	10659			Decreed	Active	1955-12-31	0.04	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	78	36	10666			Decreed	Active	1987-05-01	0.19	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	79	36	10676			Decreed	Active	1946-01-01	0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
Related Documents	80	36	10788			Decreed	Active	1946-01-01	0.04	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details												
General Provision	81	36	10926			Decreed	Active	1952-01-01	0.04	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)

Information for type: Statutory Claim, Decree and License

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner List
Details	82	36	13875			Decreed	Active	1975-03-01	0.14	GROUND WATER	DOMESTIC, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	83	36	15219	B		Decreed	Active	1956-03-22	0.26	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
General Provision												
Details	84	36	15288			Decreed	Active	1945-06-01	0.07	GROUND WATER	STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	85	36	15289			Decreed	Active	1956-03-01		WASTE WATER	STOCKWATER FROM STORAGE, STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												

General Provision											STORAGE	
Details	86	36	15299			Decreed	Active	1945-06-01	0.07	GROUND WATER	STOCKWATER	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	87	36	15300			Decreed	Active	1945-06-01	0.04	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	88	37	2549			Decreed	Active	1954-03-11	1.86	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	89	37	2550			Decreed	Active	1954-03-11	2.67	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	90	37	2761	B		Decreed	Active	1967-07-14	5.04	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision												
Details	91	37	7370			Decreed	Active	1974-07-22	3.26	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	92	37	7572			Decreed	Active	1977-03-21	2.53	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	93	37	7634			Decreed	Active	1977-05-23	1.31	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	94	37	8326			License	Active	1988-01-06	1.36	GROUND WATER	IRRIGATION	SOUTHFIELD DAIRY (Current)
Related Documents												
General Provision												
Details	95	37	8732			License	Active	1991-04-13	3	GROUND WATER	IRRIGATION	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												
Details	96	37	10141			Decreed	Active	1951-06-01	0.04	GROUND WATER	DOMESTIC	SOUTHFIELD PROPERTIES LLC (Current)
Related Documents												
General Provision												

Number of records = 96