

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please print or type. Attach pages with additional information. Instructions are on the back of this page

Incomplete forms will be returned

1. Water Right No(s) 35-2647A, 35-4039, 35-2283, 35-7830, 35-2469, 35-7019, 35-7519, 35-2359, 35-7518, 35-7680, 35-7612, 35-2591C, 35-2591D, 35-13850, 35-13852

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:

The Bank of Commerce
c/o Western AgCredit
10980 South Jordan Gateway
P.O. Box 95850
South Jordan, UT 84095-0850.

SUPPORT DATA

IN FILE # 35-2283

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

VAL WAHLEN and LORI WAHLEN

5. Expiration Date of Notification Period: November 1, 2025

6. Is this a Renewal of Request for Notification () YES (X) NO

The Bank of Commerce
By: Western AgCredit, FLCA, Servicing Agent

7. Signature(s) (and title if applicable): By: David G. Brown
David G. Brown
Vice President – Credit Services

RECEIVED
APR 18 2011
Department of Water Resources
Eastern Region

For Office Use Only

Received by JPS
Receipted by JPS
Processed by _____

Date 4/18/2011
Date _____
Date _____

Fee \$375.-
Receipt No. E036573
WR _____ Date _____

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 199205

POWER COUNTY, IDAHO
11-01-2010 02:57:04 pm No. of Pages: 10
Recorded for: FIRST AMERICAN TITLE - POCATELLO OI
CHRISTINE STEINLICHT Fee: \$37.00
Ex-Officio Recorder Deputy: Linda Annen
Electronically Recorded by Simplifile

352267

Space Above This Line For Recorder's Use

Loan Number: 4100672-851

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 19th day of October, 2010, between **VAL WAHLEN and LORI WAHLEN**, husband and wife hereinafter called "Mortgagor", and **The Bank of Commerce** hereinafter called "Mortgagee", having its principal place of business in **Idaho Falls, Idaho**.

WITNESSETH: That Mortgagor **IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS** unto Mortgagee together with right of entry and possession the following described real property situated in the County of Power, State of Idaho, described in **Exhibit "A"**.

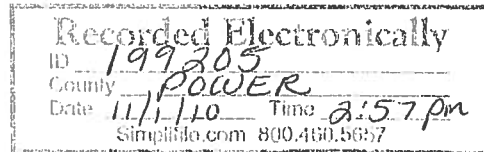
TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403



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TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "**Rents**"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of **October 19, 2010**, in the stated principal amount of **\$3,150,000.00**.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "**Contaminants**") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("**Hazardous Wastes**"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "**Action**") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("**Tanks**") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("**Hazardous Materials**") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of

business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

EXHIBIT "A"

PARCEL NO(S): RPD0505-02, RPD0516-01

POWER COUNTY:

A PARCEL OF LAND LOCATED IN TOWNSHIP 7 SOUTH, RANGE 29 E.B.M., POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

SECTION 23: S $\frac{1}{2}$ SE $\frac{1}{4}$

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

*See
VW*
~~TOGETHER WITH 1270.44 SHARES of water stock in the ABERDEEN-SPRINGFIELD
CANAL COMPANY.~~

ALSO TOGETHER with the following water rights registered with the State of Idaho
Department of Water Resources: Water Right Number(s): 35-2647A, 35-4039, 35-2283, 35-
7830, 35-2469, 35-7019, 35-7519, 35-2359, 35-7518, 35-7680, 35-7612, 35-2591C, 35-2591D,
35-13850, 35-13852.

RE-RECORDING TO CORRECT LEGAL DESCRIPTION IN PARCEL 13

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 623026

BINGHAM COUNTY, IDAHO
11-01-2010 03:15:28 PM No. of Pages: 15
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 52.00
Ex-Officio Recorder Deputy BMarlatt
Index To: MORTGAGE
Electronically Recorded by Simplifile

Instrument # 623268

BINGHAM COUNTY, IDAHO
11-09-2010 01:14:34 PM No. of Pages: 17
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 58.00
Ex-Officio Recorder Deputy BMarlatt
Index To: MORTGAGE
Electronically Recorded by Simplifile

Space Above This Line For Recorder's Use

Loan Number: 4100672-851

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this **19th day of October, 2010**, between **VAL WAHLEN and LORI WAHLEN, husband and wife** hereinafter called "**Mortgagor**", and **The Bank of Commerce** hereinafter called "**Mortgagee**", having its principal place of business in **Idaho Falls, Idaho**.

WITNESSETH: That Mortgagor **IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS** unto Mortgagee together with right of entry and possession the following described real property situated in the County of **Bingham**, State of **Idaho**, described in **Exhibit "A"**.

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

RE-RECORDING TO CORRECT LEGAL DESCRIPTION IN PARCEL 13

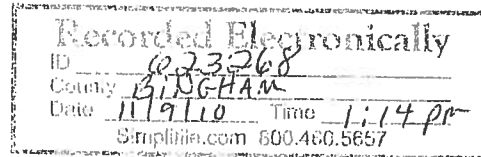
Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 623026

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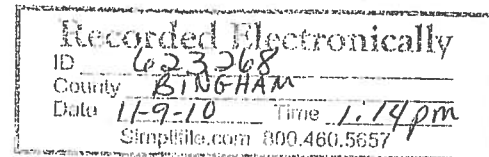
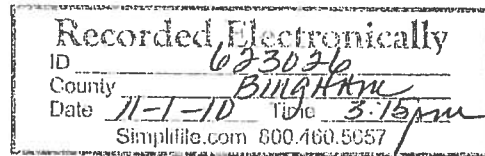
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a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "**Rents**"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of **October 19, 2010**, in the stated principal amount of **\$3,150,000.00**.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "**Contaminants**") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("**Hazardous Wastes**"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "**Action**") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("**Tanks**") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("**Hazardous Materials**") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of

business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

with respect to surface water, whether such right is appropriate, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

Val Wahlen Val Wahlen
VAL WAHLEN
Lori Wahlen Lori Wahlen
LORI WAHLEN

Notary Acknowledgment(s):

STATE OF Idaho
COUNTY OF Bingham ^{ss.}

On this 29th day of October, 2010, before me, the undersigned Notary Public in and for said County and State, personally appeared VAL WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he executed it.



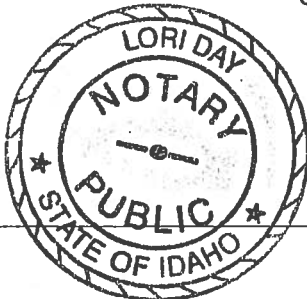
WITNESS my hand and official seal

Lori Day
Notary Public in and for said County and State

Blackfoot Idaho
Comm Exp: 11/27/2015

STATE OF Idaho
COUNTY OF Bingham ^{ss.}

On this 29th day of October, 2010, before me, the undersigned Notary Public in and for said County and State, personally appeared LORI WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that she executed it.



WITNESS my hand and official seal

Lori Day
Notary Public in and for said County and State

Blackfoot Idaho
Comm Exp: 11/27/2015

ACKNOWLEDGEMENT/GENERAL

STATE OF Idaho)
)
COUNTY OF Bingham)
)

On this 9th day of November, 2010, before me, a Notary Public in and for said State, personally appeared **Val Wahlen and Lori Wahlen**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.





Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 8/24/2013

EXHIBIT "A"

PARCEL NO(S): RP0026401, RP0026200, RP0026100, RP0027100, RP0027001, RP0026500, RP0026901, RP0026700, RP0027800, RP0028300, RP0029400, RP0029803, RP0037001, RP0040601, RP0089200, RP0096901, RP7053103, RP7053100, RP7053200, RP0024800, RP0025100, RP0026902, RP0026601

BINGHAM COUNTY:

PARCEL 1:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 22: E $\frac{1}{2}$ SW $\frac{1}{4}$, LYING EAST OF THE RIGHT-OF-WAY OF THE HIGH LINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY.

PARCEL 2:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 22: S $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES BY WARRANTY DEED RECORDED NOVEMBER 2, 1976, BOOK 20, INSTRUMENT NO. 218002.

SECTION 22: NW $\frac{1}{4}$ SE $\frac{1}{4}$ LYING SOUTH AND EAST OF THE EAST LINE OF THE HIGH LINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY.

PARCEL 3:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 22: NE $\frac{1}{4}$ SE $\frac{1}{4}$; EXCEPTING THEREFROM ANY OF THE FOLLOWING DESCRIBED PROPERTY, LYING WITHIN SAID SECTION 22: A PARCEL OF LAND LYING ON BOTH SIDES OF THE CENTERLINE OF STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS, AND BEING A PORTION OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 22, AND THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE EAST CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 107.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET WESTERLY FROM THE CENTERLINE OF SAID STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY; THENCE ALONG SAID PARALLEL LINE AS FOLLOWS: N. 0°24'35" W. 311.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 1161+46.61 BACK EQUALS STATION 161+45.79 AHEAD OF SAID HIGHWAY SURVEY NORTHERLY ALONG A 57,360.79 FOOT RADIUS CURVE RIGHT, 1007.66 FEET TO A POINT IN THE NORTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND OPPOSITE STATION 171+52.31 OF SAID HIGHWAY SURVEY; THENCE N. 89°30'38" E. ALONG SAID NORTH LINE 125.67 FEET TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 23; THENCE N. 0°27'06" EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 465.0 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE HIGHLINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY; THENCE EASTERLY ALONG SAID CENTERLINE 10.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET EASTERLY FROM THE CENTERLINE OF SAID HIGHWAY SURVEY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE BEING A 57,230.79 FOOT RADIUS CURVE LEFT 465.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 23; THENCE S. 89°30'28" WEST ALONG SAID SOUTH LINE 5.0 FEET, MORE OR LESS, TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 22; THENCE S. 0°26'51" W. ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 1320.0 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 4:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: BEGINNING AT A POINT 541 FEET WEST OF THE SE CORNER; THENCE
N. 456 FEET; THENCE W. 250 FEET; THENCE S. 456 FEET; THENCE E. 250 FEET TO THE
POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF 1000 SOUTH
(GRANDVIEW ROAD), ADJACENT HERETO, AS SET FORTH IN ORDINANCE 99-04,
RECORDED MARCH 24, 1999 AS INSTRUMENT NO. 476125.**

PARCEL 5:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM: A PORTION OF
THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM
COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT WHICH IS S. 89°57'35" E.
2,386.09 FEET ALONG THE SECTION LINE AND N. 02°39'47" E. 205.87 FEET FROM
THE SW CORNER OF SECTION 23, AND RUNNING THENCE ALONG A FENCE LINE N.
00°35'59" W. 208.05 FEET; THENCE S. 87°40'14" E. 15.46 FEET; THENCE N. 02°18'22"
E. 37.84 FEET; THENCE N. 87°32'35" E. 201.75 FEET; THENCE S. 01°27'07" E. 96.37
FEET; THENCE S. 43°26'01" W. 120.15 FEET; THENCE S. 62°42'18" W. 153.26 FEET TO
THE POINT OF BEGINNING. ALSO EXCEPTING: COUNTY ROADS.**

PARCEL 6:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: A PORTION OF THE E $\frac{1}{2}$ SE $\frac{1}{4}$ DESCRIBED AS: COMMENCING AT A POINT
456 FEET N. OF THE SE CORNER OF THE SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE W. 476
FEET; THENCE S. 136 FEET; THENCE W. 65 FEET; THENCE N. 136 FEET; THENCE W.
280 FEET TO A CONCRETE POST WHICH IS 499 FEET E. OF THE WEST LINE OF THE
SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE IN A NORTHWESTERLY DIRECTION TO A
POINT IN THE WEST LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$, SAID POINT BEING 713 FEET N. OF THE
SW CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N. TO THE NW CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$
OF SAID SECTION 23; THENCE E. TO THE NE CORNER OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE
SOUTH TO THE PLACE OF BEGINNING, EXCEPT: THE RIGHT-OF-WAY OF THE
ABERDEEN-SPRINGFIELD CANAL COMPANY.**

PARCEL 7:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT: THAT PORTION LYING NORTH OF THE CANAL,
EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA, PURSUANT TO
THE PROVISIONS OF THE ACT OF AUGUST 1, 1946 (60 STAT., 755), ALL URANIUM,
THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE
PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS,
WHETHER OR NOT OF COMMERCIAL VALUE, TOGETHER WITH THE RIGHT OF THE
UNITED STATES THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY
TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE, AND REMOVE THE
SAME.**

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: N $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT: HIGHWAY RIGHT-OF-WAY OVER NW $\frac{1}{4}$ SW $\frac{1}{4}$**

PARCEL 8:

THAT PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, LYING SOUTH OF THE RIGHT-OF-WAY OF THE HIGHLINE OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY, EXCEPTING THEREFROM ANY OF THE FOLLOWING DESCRIBED PROPERTY, LYING WITHIN SAID SECTION 23: A PARCEL OF LAND BEING ON BOTH SIDES OF THE CENTERLINE OF STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS AND BEING A PORTION OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 22, AND THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE SE CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 107.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET WESTERLY FROM THE CENTERLINE OF SAID STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY; THENCE ALONG SAID PARALLEL LINE AS FOLLOWS: N. 0°24'35" W. 311.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 1161+46.61 BACK EQUALS STATION 161+45.79 AHEAD OF SAID HIGHWAY SURVEY NORTHERLY ALONG A 57,360.79 FOOT RADIUS CURVE RIGHT, 1007.66 FEET TO A POINT IN THE NORTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND OPPOSITE STATION 171+52.31 OF SAID HIGHWAY SURVEY; THENCE N. 89°30'38" E. ALONG SAID NORTH LINE 125.67 FEET TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 23; THENCE N. 0°27'06" E. ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 465.0 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE HIGHLINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY; THENCE EASTERLY ALONG SAID CENTERLINE 10.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET EASTERLY FROM THE CENTERLINE OF SAID HIGHWAY SURVEY; THENCE SOUTHERLY ALONG SAID LAST PARALLEL LINE BEING A 57,230.79 FOOT RADIUS CURVE LEFT 465.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 23; THENCE S. 89°30'28" W. ALONG SAID SOUTH LINE 5.0 FEET, MORE OR LESS, TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 22; THENCE S. 0°26'51" WEST ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 9:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 24: LOTS 1 AND 2, W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, EXCEPT BEGINNING AT THE SE CORNER OF SAID LOT 2, THENCE W. 324.5 FEET, THENCE N. 235.5 FEET, THENCE E. 323.5 FEET, THENCE S. 235 FEET TO THE POINT OF BEGINNING.
EXCEPT BEGINNING AT THE INTERSECTION OF THE N. LINE OF THE RIGHT-OF-WAY OF THE HIGHWAY RUNNING ALONG S. SIDE OF SAID SECTION 24 WITH THE E. LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD ALONG THE W. SIDE, THENCE E. 150 FEET, THENCE N. 290 FEET, 1-3/5 INCHES, THENCE W. 150 FEET, THENCE S. 290 FEET, 1-3/5 INCHES TO THE PLACE OF BEGINNING, EXCEPT THE STATE HIGHWAY ACROSS THE S. LINE OF SAID SECTION 24, TOGETHER WITH THAT PORTION OF VACATED 1000 SOUTH (GRANDVIEW ROAD) AS SET FORTH IN ORDINANCE 99-04, RECORDED AS INSTRUMENT NO. 476125.
ALSO BEGINNING AT THE CENTER OF SAID SECTION 24, THENCE S. 1402.5 FEET, THENCE E. 881 FEET TO THE CENTER OF RABBIT BRUSH LATERAL, THENCE N. 3°30' E. 865.7 FEET, THENCE N. 35°15' W. 660 FEET, THENCE W. 562 FEET TO THE PLACE OF BEGINNING.

PARCEL 10:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 25: W $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE NW CORNER
OF SAID SECTION 25; THENCE SOUTHERLY 540 FEET, MORE OR LESS, TO THE N.
BANK OF A SMALL IRRIGATION DITCH; THENCE N. 88°48'00" E. ALONG THE N. BANK
OF SAID DITCH A DISTANCE OF 325 FEET; THENCE N. 00°31'00" W. A DISTANCE OF
542 FEET, MORE OR LESS, TO A POINT ON THE N. SECTION LINE OF SAID SECTION
25; THENCE W. ALONG SAID SECTION LINE 337.8 FEET TO THE POINT OF
BEGINNING; ALSO EXCEPTING THEREFROM: BEGINNING AT A HIGHWAY RIGHT-OF-
WAY MARKER ON THE S. LINE OF STATE HIGHWAY 39 THAT IS E. ALONG THE
SECTION LINE 1,325.45 FEET AND S. 00°02'30" W. 21.1 FEET FROM THE NW CORNER
OF SAID SECTION 25; AND RUNNING THENCE S. 00°02'30" E. 263.64 FEET; THENCE
N. 89°44'06" W. 996.14 FEET, MORE OR LESS, TO THE E. LINE OF THE SCHOOL
PROPERTY; THENCE N. 00°31'00" W. 258.35 FEET, MORE OR LESS, TO THE S. LINE OF
STATE HIGHWAY 39; THENCE N. 89°51'34" E. 986.1 FEET, MORE OR LESS, TO THE
POINT OF BEGINNING.**

PARCEL 11:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$**

PARCEL 12:

**NE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 4 SOUTH, RANGE 31 EAST,
BOISE MERIDIAN, EXCEPTING THE FOLLOWING DESCRIPTION
CONTAINING 7.4 ACRES MORE OR LESS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26, AND RUNNING
THENCE S. 00° 04'00" W. 607.41 FEET ALONG SAID SECTION LINE; THENCE S. 89°
42'33" W. 528.95 FEET;
THENCE N. 00° 20'59" W. 607.41 FEET ALONG THE PROLONGATION OF A FENCE
LINE;
THENCE N. 89° 42'37" E. ALONG THE NORTH LINE OF SAID SECTION 26 TO THE
NORTHEAST CORNER OF SAID SECTION 26.**

PARCEL 13:

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 9: SE $\frac{1}{4}$, EXCEPTING THEREFROM: HIGHWAY 39, ALSO EXCEPTING
THEREFROM: A PORTION OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 9, TOWNSHIP 5
SOUTH, RANGE 31 E.B.M., DESCRIBED AS: BEGINNING AT A POINT THAT IS WEST
ALONG THE SECTION LINE 576.74 FEET AND N. 07°11'55" W. 14.0 FEET FROM THE SE
CORNER OF SAID SECTION 9; AND RUNNING THENCE N. 07°11'55" W. 812.14 FEET;
THENCE S. 49°05'10" E. 220.93 FEET; THENCE S. 75°09'00" E. 67.81 FEET; THENCE N.
79°16'05" E. 202.23 FEET; THENCE S. 29°10'00" E. 123.96 FEET; THENCE N.
87°17'10" E. 131.37 FEET TO THE WEST LINE OF STATE HIGHWAY 39; THENCE S.
00°24'59" E. ALONG THE WEST LINE 221.15 FEET; THENCE S. 06°17'58" W. 157.67
FEET; THENCE S. 00°18'55" E. 185.37 FEET; THENCE LEAVING SAID WEST LINE S.
88°11'01" W. 506.65 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING
THEREFROM: BEGINNING AT THE S $\frac{1}{4}$ CORNER OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 31 E.B.M.; AND RUNNING THENCE S. 89°40' E. A DISTANCE OF 637.3 FEET
ALONG THE SOUTH LINE OF SAID SECTION 9; AND RUNNING THENCE N. 32°00' E. A
DISTANCE OF 157.7 FEET TO A POINT ON THE SOUTH BANK OF THE HIGH LINE
CANAL OF THE ABERDEEN-SPRINGFIELD CANAL CO. AND ON THE SW CORNER OF A
BRIDGE; AND RUNNING THENCE ON A MEANDER LINE ON THE SOUTH BANK OF SAID
HIGH LINE CANAL N. 87°50' W. A DISTANCE OF 263.5 FEET; THENCE N. 71°12' W. A
DISTANCE OF 149.0 FEET; THENCE N. 45°47' W. A DISTANCE OF 244.5 FEET; THENCE
N. 72°46' W. A DISTANCE OF 123.0 FEET TO A POINT WHICH IS ON THE SOUTH BANK
OF SAID HIGH LINE CANAL AND ALSO ON THE WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF
SAID SECTION 9; THENCE S. 00°05' E. A DISTANCE OF 407.4 FEET, MORE OR LESS,
ALONG THE SAID WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 9, ON WHICH IS LOCATED
A LONG ESTABLISHED PROPERTY LINE FENCE, TO THE POINT OF BEGINNING. ALSO
EXCEPTING THEREFROM: BEGINNING AT THE INTERSECTION OF THE E $\frac{1}{4}$ CORNER
OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO,
AND A COUNTY ROAD; AND RUNNING THENCE S. ALONG THE COUNTY ROAD RIGHT-
OF-WAY 300 FEET TO THE N. BANK OF THE LATERAL G; THENCE NORTHWESTERLY
ALONG THE BANK OF THE LATERAL G 460 FEET, MORE OR LESS, TO THE E. BANK OF
THE HILINE BRANCH OF THE ABERDEEN SPRINGFIELD CANAL; THENCE
NORTHWESTERLY ALONG THE E. BANK 275 FEET, MORE OR LESS, TO THE N. LINE OF
THE SE $\frac{1}{4}$ OF SECTION 9, SAID POINT BEING 475 FEET W. FROM THE POINT OF
BEGINNING; THENCE E. 475 FEET TO THE POINT OF BEGINNING.

*22°

vw
2w

PARCEL 14:

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 16: W $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE N $\frac{1}{4}$ CORNER
OF SAID SECTION 16; AND RUNNING EAST ALONG THE NORTH LINE OF SAID
SECTION 400 FEET; THENCE S. 190 FEET TO A POINT THAT IS 400 FEET EAST OF THE
NORTH-SOUTH CENTERLINE OF SECTION 16; THENCE W. 400 FEET TO THE NORTH-
SOUTH CENTERLINE; THENCE N. 190 FEET ALONG SAID NORTH-SOUTH CENTERLINE
TO THE POINT OF BEGINNING. EXCEPTING: THOSE PORTIONS OF THE ABOVE
DESCRIBED PROPERTY LYING WITHIN THE BOUNDS OF A COUNTY ROAD ON THE
NORTH AND WEST. ALSO EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE
NORTH LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., WHICH POINT
BEARS S. 89°40' E. A DISTANCE OF 637.3 FEET FROM THE N $\frac{1}{4}$ CORNER OF SAID
SECTION 16; AND RUNNING THENCE ON A MEANDER LINE S. 22°00' W. A DISTANCE
OF 235.4 FEET ALONG A FENCE LINE; THENCE N. 89°53' E. A DISTANCE OF 233.7
FEET (WHICH LINE RUNS PARALLEL TO AND 9 FEET NORTH OF THE NORTH SIDE OF A
LABOR HOUSE); THENCE N. 33°40' E. A DISTANCE OF 45 FEET; THENCE N. 00°21' E. A
DISTANCE OF 179.4 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;
THENCE N. 89°40' W. A DISTANCE OF 161.5 FEET, MORE OR LESS, ALONG THE
NORTH LINE OF SAID SECTION 18, TO THE POINT OF BEGINNING.

PARCEL 15:

TOWNSHIP 4 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 10: S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT: HIGHWAY 39 AND COUNTY ROAD

PARCEL 16:

**TOWNSHIP 4 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 19: LOTS 3 AND 4; E $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$
LYING EAST OF THE LOW LINE BRANCH OF THE ABERDEEN-SPRINGFIELD CANAL,
ALSO EXCEPT BEGINNING AT A POINT THAT IS N. 00°40'00" E. 979.04 FEET ALONG
THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 19, AND RUNNING
THENCE N. 00°40'00" E. 362.69 FEET ALONG THE SECTION LINE; THENCE S.
88°37'36" E. 255.09 FEET; THENCE S. 01°43'02" E. 349.68 FEET; THENCE S.
88°30'23" W. 269.81 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT BEGINNING
AT A POINT THAT IS N. 00°40'00" E. 1786.89 FEET ALONG THE SECTION LINE FROM
THE SW CORNER OF SAID SECTION 19, AND RUNNING THENCE N. 00°40'00" E.
359.71 FEET ALONG THE SECTION LINE; THENCE S. 88°48'34" E. 325.70 FEET;
THENCE S. 00°03'43" E. 351.07 FEET; THENCE S. 89°40'44" W. 330.20 FEET TO THE
POINT OF BEGINNING. ALSO EXCEPT COUNTY ROAD ALONG THE SOUTH AND WEST
SIDE.**

PARCEL 17:

**BLOCKS 33, 34, 35, AND 36 IN THE TOWNSITE OF STERLING, BINGHAM COUNTY,
IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 3 OF
PLATS, PAGE 37**

PARCEL 18:

**ALL OF BLOCKS 38, 39, 40, 41, 42, 43, 44, 45 AND 46 IN THE TOWNSITE OF
STERLING, BINGHAM COUNTY, IDAHO, AS SHOWN OF THE RECORDED PLAT
THEREOF, RECORDED IN BOOK 3 OF PLATS, PAGE 37**

PARCEL 19:

TOWNSHIP 4 SOUTH, RANGE 31 E.,B.M., BINGHAM COUNTY, IDAHO

SECTION 13: NW $\frac{1}{4}$ SW $\frac{1}{4}$

**SECTION 14: S $\frac{1}{2}$, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE
OF IDAHO FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED AS INSTRUMENT
NOS. 218297 AND 218298.**

**SECTION 23: THAT PORTION OF THE NW $\frac{1}{4}$ LYING N. OF THE RIGHT OF WAY OF THE
HIGHLINE ABERDEEN-SPRINGFIELD CANAL**

TOGETHER WITH 1270.44 SHARES of water stock in the ABERDEEN-SPRINGFIELD
CANAL COMPANY.

ALSO TOGETHER with the following water rights registered with the State of Idaho
Department of Water Resources: Water Right Number(s): 35-2647A, 35-4039, 35-2283, 35-
7830, 35-2469, 35-7019, 35-7519, 35-2359, 35-7518, 35-7680, 35-7612, 35-2591C, 35-2591D,
35-13850, 35-13852.