

RECEIVED
JAN 10 2011
DEPARTMENT OF
WATER RESOURCES

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): 36-7208
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of **\$25.00** per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
MONY Life Insurance Company
1290 Avenue of the Americas
New York, NY 10104
4. Name of Water Right Owner/Claimant(s)
Hill A. Brandsma and Ann Brandsma
5. Expiration Date of Notification Period October 1, 2020
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Shirley L. Doherty
 (and title if applicable) Investment Officer

For Office Use Only

Received by SR7
 Receipted by SR7
 Processed by _____

Date 1/10/2011
 Date 1/10/2011
 Date _____

Fee \$25- of \$100-
 Receipt No. 092314
 WR SR Date 1-10-11

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO:
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS, MISSOURI 63141
GT-39513

Instrument # 235638
GOODING COUNTY, GOODING, IDAHO
09-27-2010 18:10:57 No. of Pages: 13
Recorded for: LAND TITLE AND ESCROW - JEROME
DENISE GILL Fee: \$46.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

Instrument # 2104161
JEROME COUNTY, JEROME, IDAHO
9-27-2010 03:21:40 No. of Pages: 13
Recorded for: LAND TITLE AND ESCROW
MICHELLE EMERSON Fee: 46.00
Ex-Officio Recorder Deputy J. Wilson

Loan 10089100/mm

IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

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

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of the 27th day of September, 2010 is made between The Brandsma Family Trust, whose state of organization is Idaho and whose chief executive office is whose address is 2250 E 3200 S Wendell, ID 83355, hereinafter called "Mortgagor," and MONY Life Insurance Company, a New York corporation, whose address is 1290 Avenue of the Americas Twelfth Floor, New York, NY 10104, hereinafter called "Mortgagee."

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of ONE MILLION SEVEN HUNDRED THOUSAND and NO/100 DOLLARS (\$1,700,000.00) with interest, all as set forth in Mortgagor's certain Promissory Note ("Note") of even date herewith maturing October 1, 2020.

This mortgage is being executed in duplicate to allow for simultaneous recordings in both Gooding and Jerome Counties, State of Idaho.

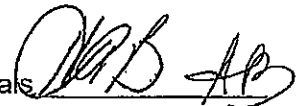
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property (the "Property") hereinafter described, to wit:

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or

Initials



Recorded Electronically	
ID	235638
County	Gooding
Date	9-27-10 Time 16:10:57
Simplifile.com 800.480.5657	

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO:
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS, MISSOURI 63141
GT-39513

Instrument # 2104161

JEROME COUNTY, JEROME, IDAHO
9-27-2010 03:21:40 No. of Pages: 13
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Ex-Officio Recorder Deputy *J. Wilson*

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Initials

MB AB

vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

- III. Certificates numbered 23447; 24272; and 23349; representing 447.71 shares of the capital stock of Northside Canal Company and the water rights represented thereby (If no entries, this granting clause is inapplicable).
- IV. All water rights represented by Permit or License No. 36-7208; 36-16083; 36-7799; and 36- 8140; issued by the Idaho Department of Water Resources. (If no entries, this granting clause is inapplicable).
- V. All water rights represented by Claim No. _____ filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. _____ (If no entries, this granting clause is inapplicable).

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

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities



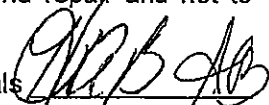
entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

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

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Property and improvements thereon in good condition and repair and not to



commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; and (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (i) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

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



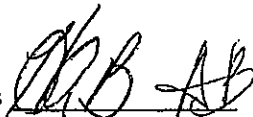
be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to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

THIRD. The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable). See attached Exhibit A and Exhibit B.

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

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

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



contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

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

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor and Mortgagee, and, cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all rights conferred upon secured parties by the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee, and agrees, if requested by Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Mortgagee. On demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of the Collateral in accordance



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

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

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

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

In presence of:

The Brandsma Family Trust


Hill A. Brandsma, Trustee

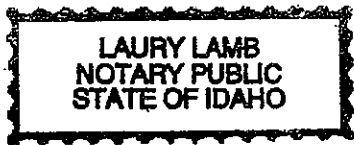

Ann Brandsma, Trustee

STATE OF IDAHO)
) SS:
COUNTY OF Jerome)

On this 27th day of September, 2010, before me, the undersigned Notary Public in and for said state, personally appeared Hill A. Brandsma and Ann Brandsma; known or identified to me to be the persons whose name is subscribed to the within instrument as Trustee of the Brandsma Family Trust and acknowledged to me that he/she executed the same as Trustee.

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

(SEAL)



Laurie Lamb
Notary Public for Idaho
Residing at Jerome, ID
My commission expires 4/2/2016

Initials HL AB

Exhibit "A"

Legal Description

TRACT I:

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

Section 13: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the North One Quarter (N $\frac{1}{4}$) corner of said Section 13, from which the Northwest corner of said Section 13 bears North 90°00'00" West - 2643.31 feet;
Thence South 00°10'23" East along the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13 for a distance of 358.71 feet to the TRUE POINT OF BEGINNING;
Thence continuing South 00°10'23" East along the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13 for a distance of 959.63 feet to the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13;
Thence North 89°56'35" West along the south boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13 for a distance of 653.06 feet;
Thence North 02°23'00" East for a distance of 206.71 feet;
Thence North 59°22'00" West for a distance of 437.00 feet;
Thence North 51°58'00" West for a distance of 160.50 feet;
Thence North 25°38'00" West for a distance of 217.80 feet;
Thence North 15°09'00" East for a distance of 195.50 feet;
Thence North 34°58'00" East for a distance of 397.67 feet;
Thence South 73°33'20" East for a distance of 629.25 feet;
Thence South 74°19'12" East for a distance of 370.00 feet to the TRUE POINT OF BEGINNING.

TRACT II:

Parcel No. 1:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

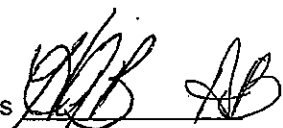
Section 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 30: Lots 2 and 3; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; That part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Township 8 South, Range 16 East Boise Meridian, said corner marked by a US Bureau of Land Management aluminum pipe with cap which shall be the TRUE POINT OF BEGINNING;
Thence South 89°42'00" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 721.65 feet to a $\frac{1}{8}$ " rebar;
Thence South 23°31'24" West for a distance of 172.87 feet to a $\frac{1}{8}$ " rebar;
Thence along a curve to the left for 1187.38 feet to a $\frac{1}{8}$ " rebar on the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, said curve having a radius of 1348.39 feet with a central angle of 50°27'15" and a long chord bearing of South 34°35'49" West for a distance of 1149.39 feet;
Thence North 00°00'04" West along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1108.42 feet to the TRUE POINT OF BEGINNING.

EXCEPTING part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

Initials



Beginning at the Northeast corner of Section 30 of Township 8 South, Range 16 East Boise Meridian, said corner marked by a ½" rebar;
 Thence North 89°44'03" West along the North line of the NE¼NE¼ for a distance of 385.30 feet to a ½" rebar on the centerline of county road which shall be the POINT OF BEGINNING;
 Thence South 04°20'18" West along said centerline for a distance of 1308.97 feet to a ½" rebar;
 Thence North 89°42'17" West for a distance 915.74 feet to a ½" rebar on the West line of the NE¼NE¼;
 Thence North 00°00'56" East along said line a distance of 819.33 feet;
 Thence South 89°57'07" East for a distance of 46.10 feet;
 Thence North 00°00'56" East for a distance of 54.91 feet;
 Thence North 89°57'07" West for a distance of 46.10 feet to the West line of the NE¼NE¼;
 Thence North 00°00'56" East along said line for a distance of 430.96 feet to the Northwest corner of the NE¼NE¼ marked by a ½" rebar;
 Thence South 89°44'03" East along the North line of the NE¼NE¼ for a distance of 1014.39 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING a parcel of land located in the NE¼SW¼, more particularly described as follows:

Commencing at the South one-quarter (S¼) corner of said Section 30, from which the Southeast corner of said Section 30 bears South 89°41'12" East - 2641.00 feet;
 Thence North 60°01'29" East along the East boundary of the SW¼ of said Section 30 for a distance of 1319.61 feet to the Southeast corner of the NE¼SW¼ of said Section 30 and being the TRUE POINT OF BEGINNING;
 Thence North 89°40'13" West along the South boundary of the NE¼SW¼ of said Section 30 for a distance of 386.74 feet;
 Thence North 48°32'29" East for a distance of 516.23 feet to a point on the East boundary of the NE¼SW¼ of said Section 30;
 Thence South 60°01'29" West along the East boundary of the NE¼SW¼ of said Section 30 for a distance of 344.00 feet to the TRUE POINT OF BEGINNING.

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
 JEROME COUNTY, IDAHO

Section 29: NW¼NW¼; EXCEPTING THEREFROM part of the NW¼NW¼, more particularly described as follows:

Beginning at the Northeast corner of the NW¼NW¼ of Section 29 of Township 8 South, Range 16 East Boise Meridian, said corner marked by a ½" rebar which shall be the POINT OF BEGINNING;
 Thence South 60°01'13" East along the East line of the NW¼NW¼ for a distance of 927.39 feet to a ½" rebar;
 Thence North 89°45'58" West for a distance of 264.67 feet to a ½" rebar;
 Thence North 00°01'13" West for a distance of 314.05 feet to a ½" rebar;
 Thence North 80°04'39" West for a distance of 190.26 feet to a ½" rebar;
 Thence North 60°37'27" West for a distance of 561.37 feet to a ½" rebar on the North line of the NW¼NW¼;
 Thence South 89°45'58" East along said line for a distance of 458.18 feet to the POINT OF BEGINNING.

[Handwritten initials: RB AP]

Parcel No. 2:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

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

TRACT III:

Parcel No. 1

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

Section 13: NE $\frac{1}{4}$; S $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM a strip of and 38 feet wide for highway purposes lying over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 13, as set forth in Right of Way Deed dated September 1, 1926, recorded September 13, 1926 in Book 8 Deeds Page 435, records of Gooding County, Idaho.

AND EXCEPTING THEREFROM a tract of land described in Deed dated February 9, 1944, recorded March 21, 1944 in Book 36 Deeds Page 103, described as approximately 4 acres of land situate in the Northeast corner lying across the State Highway of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13

Parcel No. 2

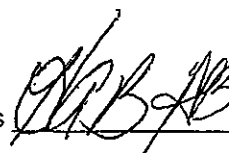
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southeast corner of Section 13;
Thence North 1,319.66 feet along the Easterly boundary of Section 13, to the Southeast corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13;
Thence North 89°46'39" West, 35.00 feet to the Westerly right-of-way line of the "Old Jerome to Wendell Highway", THE TRUE POINT OF BEGINNING;
Thence North 89°46'39" West, 209.00 feet along the Southerly boundary of NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13;
Thence North 32°01'31" West, 48.79 feet;
Thence North 27°25'33" East, 140.78 feet;
Thence North 1°47'43" West, 196.34 feet;
Thence South 88°54'28" East, 257.23 feet to a point in the Westerly right-of-way of said highway;
Thence South 358.03 feet along said right-of-way to THE TRUE POINT OF BEGINNING;

AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at the East quarter corner of Section 13;
Thence North 89°45'10" West, 25.00 feet along the Northerly boundary of NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point in the Westerly right-of-way of the old Jerome to Wendell Highway;
Thence North 89°45'10" West, 175.00 feet along the Northerly boundary of NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 534.63 feet;
Thence South 89°45'10" East, 176.00 feet to a point in the Westerly right-of-way of said highway;
Thence North 534.63 feet along said right-of-way to THE TRUE POINT OF BEGINNING.



Parcel No. 3

An easement for ingress and egress as disclosed in Warranty Deed recorded August 7, 1987 as instrument Number 128680, Gooding County records, over a strip of land 25 feet in width for the benefit of Parcel No 6 above, described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°45'10" West, 201.00 feet;
Thence South parallel with the East boundary of NE $\frac{1}{4}$ SE $\frac{1}{4}$, 25 feet;
Thence South 89°45'10" East, 201 feet to the East boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 25 feet to the POINT OF BEGINNING.

TRACT IV:

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

Section 13: That part of the N $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Beginning at a point on the North boundary of Section 13, from which the Northwest corner of Section 13 bears Westerly along the Section Line 1741 feet;
Thence South 34°58' West, 496 feet;
Thence South 15°9' West, 193.5 feet;
Thence South 25°38' East, 217.8 feet;
Thence South 51°58' East, 160.5 feet;
Thence South 59°22' East, 437 feet;
Thence South 2°23' West, 218 feet to the South boundary of the N $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13;
Thence in a Westerly direction along that boundary 2009 feet to the West boundary of Section 13;
Thence in a Northerly direction along the West boundary to the NW $\frac{1}{4}$ of Section 13;
Thence in an Easterly direction along the North boundary of Section 13, 1741 feet to the TRUE POINT OF BEGINNING.

Exhibit "B"

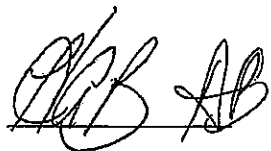
Personal Property

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds), all dairy equipment, milk, milk proceeds and dairy assignment proceeds now owned or hereafter acquired. specifically including, but not limited to the following specific equipment." See attached Exhibit "A"

Water Rights:

Certificate Nos.: 23447; 24272

Decree No.: 36-7208; 36-16083; 36-7799 and 36-8140

Handwritten initials, likely "PJB" and "AB", written in black ink.