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MAY 14 2010

CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this May ^{WATER RESOURCES} ~~WESTERN REGION~~

May, 2001, by and between LESLIE LOUCKS and LAVADA CAROL LOUCKS, husband and wife, of Route 1, Box 64, Marsing, Owyhee County, Idaho, Parties of the First Part, hereinafter referred to for convenience as Seller, and DALE VAN ES and JACKIE VAN ES, husband and wife, ~~of Route 1, Box 18, Covington, Texas, Parties of the Second Part, hereinafter referred to for convenience as Buyer;~~
DE LA 722 HCR, 1413 W
WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the parties and the sums of money to be paid, the Seller agrees to sell, and the Buyer agrees to buy, all of the real property, situated in the County of Owyhee, State of Idaho, more particularly described as Tract I on Exhibit "B" and Tract II on Exhibit "A", attached hereto and incorporated herein by reference.

FIXTURES AND PERSONAL PROPERTY. Also sold hereunder and included within the term premises are all fixtures and articles of personal property attached or appurtenant to or used in the operation of the premises, which Seller represents are free and clear of all encumbrances except as may be stated hereinafter. The following items of personal property are included in this sale, to-wit:

TRACT II:

350 h.p. 1770 r.p.m. Westinghouse electric motor, Layne pump and panel

200 h.p. 1770 r.p.m. GE electric motor, turbine pump and panel

2 - 250 h.p. 1775 r.p.m. US electric motor, turbine pump and panel

7.5 1725 r.p.m. Baldor electric motor, Berkeley centrifugal pump and panel

Four Zimmatic 1/4 mile pivots with end guns, drop nozzles, computerized advanced panels with telephone access

Approx. 10 1/4 mile handlines

8,600' of 16" buried steel mainline

8,600' of 15" buried PVC mainline

15,540' of buried and portable steel and PVC mainline

TRACT I:

1 Zimmatic 1/4 pivot

5 1/4 mile handlines

5,340' of buried PVC mainline

PURCHASE PRICE AND TERMS OF PAYMENT. The Buyer agrees to pay as and for the purchase price of the above described real property and personal property the sum of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$2,800,000.00) DOLLARS, lawful money of the United States of America, payable in the following manner and amounts, to-wit:

1. The sum of \$300,000.00, the receipt of which is hereby acknowledged.

2. The sum of \$550,000.00 payable on or before the 1st day of June, 2001, together with all accrued interest thereon at the rate of seven and one-half (7.5%) per cent from the 1st day of March, 2001.

3. The balance of the purchase price, to-wit, the sum of \$1,950,000.00, together with interest thereon at the rate of seven and one-half percent (7.5%) per annum from the date that the \$550,000.00 payment above is made, will be paid as follows:

a. The sum of \$146,250.00 payable on the 1st day of June, 2002.

b. The sum of \$146,250.00 payable on the 1st day of June, 2003.

c. The remaining balance shall be paid in monthly installments of \$16,476.98 each, including interest, commencing on the 1st day of July, 2003, and a like sum on the 1st day of each and every month thereafter for a period of 96 months, at which time, interest will be calculated on the remaining outstanding principal and any accrued interest at the rate of eight and one-half (8.5%) per cent per annum. On the 1st day of the 97th month, Buyer will make a payment in the sum of \$17,210.44 and a like payment on the 1st day of each and every month thereafter until the remaining balance of the purchase price, together with the interest accrued thereon, shall be paid in full. All payments made shall be first applied to interest with the balance upon the principal.

The Seller and Buyer acknowledge that the "lump sum" payments made in the years 2002 and 2003 are interest payments only and will not decrease the principal balance.

PREPAYMENT. It is agreed that the Buyer shall have NO PREPAYMENT privileges until after 120 months from the date of closing; PROVIDED, HOWEVER, that thereafter, the Buyer may prepay at any time any or all of the principal sum. Said payments so made shall be deducted from the final installments due under this contract, and on any payments so made, all interest shall cease.

ACCELERATION OF MATURITY ON TRANSFER. If after 120 months from the date of closing, Buyer sells, conveys, transfers or

disposes of or further encumbers the real property subject to this agreement, or any part of such property, or any interest therein, Seller shall have the right, at the option of Seller, to declare the entire balance of the unpaid principal, with unpaid interest due thereon, immediately due and payable.

PERSONAL PROPERTY VALUATION. Included in the purchase price for real property is the value of fixtures and articles of personal property to be apportioned as follows:

TRACT II:

350 h.p. 1770 r.p.m. Westinghouse electric motor, Layne pump and panel

200 h.p. 1770 r.p.m. GE electric motor, turbine pump and panel

2 - 250 h.p. 1775 r.p.m. US electric motor, turbine pump and panel

7.5 1725 r.p.m. Baldor electric motor, Berkeley centrifugal pump and panel
VALUE OF \$50,000.00

Four Zimmatic 1/4 mile pivots with end guns, drop nozzles, computerized advanced panels with telephone access
VALUE OF \$120,000.00

Approx. 10 1/4 mile handlines
VALUE OF \$8,000.00

8,600' of 16" buried steel mainline
8,600' of 15" buried PVC mainline
15,540' of buried and portable steel and PVC mainline
VALUE OF \$105,000.00

TRACT I:

1 Zimmatic 1/4 pivot
VALUE OF \$30,000.00

5 1/4 mile handlines
VALUE OF \$4,000.00

5,340' of buried PVC mainline
VALUE OF \$45,000.00

To secure payment of the stated amount for fixtures and personal property, at the option and request of Seller, Buyer shall execute and deliver a security agreement, and a financing statement shall be executed and filed.

POSSESSION. The Seller agrees to give the Buyer possession of the above described premises on or before June 1, 2001.

CONDEMNATION. If any portion of the real property described in this contract shall be taken by virtue of any condemnation or eminent domain proceedings, or transferred under threat thereof, following the closing date, the proceeds thereof shall be paid and applied to the balance of the purchase price then remaining herein.

RESERVATION OF TITLE. It is agreed that the title to the above described real and personal property is hereby reserved in the Seller until the purchase price thereof shall have been paid in full. PROVIDED, HOWEVER, that upon payment of the amount in paragraph 2 of the section entitled PURCHASE PRICE AND TERMS OF PAYMENT, hereinabove, Seller shall execute and deliver to Buyer a Warranty Deed for the real property described in Tract I (Exhibit "A"), together with a Bill of Sale for the personal property included in the sale of Tract I. Thereafter, said premises and personal property are no longer encumbered by this agreement.

WATER RIGHTS. These premises receive irrigation water from the Snake River pursuant to Water Right License Nos. 02-07461, 02-07155 and 02-07186 via a pipeline and pump system installed and constructed by the Seller. Upon final payment of contract balance

and interest, Seller will transfer the Water Right Licenses to the Snake River to the Buyer, excepting therefrom the following:

Township 2 North, Range 4 West, B.M.:

Section 16: NW $\frac{1}{4}$ SW $\frac{1}{4}$ (25 acres)
SW $\frac{1}{4}$ SW $\frac{1}{4}$ (38 acres)

Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$ (38 acres)
SE $\frac{1}{4}$ SE $\frac{1}{4}$ (35 acres)

Total of 136 irrigable acres excepted

Seller and Buyer have entered into a separate Water Share Agreement based upon percentage of usage. Any maintenance of the pipeline, pumps and pumping station and electricity expense shall be shared in accordance with the percentage of use of each party. There is also an agricultural well located on the premises and more particularly described in Tract I, Exhibit "B" attached hereto, which is represented by a claim, permit or license with the State of Idaho. Seller agrees transfer the ownership of said well to Buyer along with all pumps, electrical service and other accessories used in the exercise of such water right at such time as Buyer fulfills the conditions in paragraph 2 of the section of this contract described as PURCHASE PRICE AND TERMS OF PAYMENT hereinabove.

Buyer understands that he is bound by all statutes, regulations, rules, by-laws, articles of incorporation, contracts, agreements, or any other instruments which affect or control the existence or exercise of said water rights. Buyer further acknowledges that he has received and examined a copy of a well inspection for the aforementioned agricultural well performed by Hiddleston Drilling and Pump Co. on March 1, 2000, and attached

hereto as Exhibit "C". Buyer is satisfied with said well inspection and testing and hereby agrees to hold Seller harmless for any errors or omissions regarding said well test.

CROPS. Buyer shall be entitled to all crops and proceeds from such crops grown and harvested on the premises during the crop year 2001 and thereafter; PROVIDED, HOWEVER, the Seller has sold the power utilized by the Snake River pumping station to Idaho Power Company for the crop year 2001 and the ability to grow crops on the demised premises will be decreased.

RISK OF LOSS. Seller shall bear the risk of loss or damage to the premises until possession thereof has been delivered to the Buyer, the Buyer shall bear such risk of loss or damage to the premises thereafter.

WASTE AND REPAIR. The Buyer shall not suffer or permit waste to be committed on the premises and shall keep all improvements and fixtures on said property in a good state of repair. The Buyer agrees not to remove or destroy any of the improvements or fixtures on said property without first obtaining the Seller's written permission to do so.

COVENANT AGAINST ENCUMBRANCES. The Buyer agrees that during the life of this contract, Buyer will not suffer any liens, encumbrances or delinquent taxes to place against said real or personal property, and in case any such liens, encumbrances or delinquent taxes are placed against said real or personal property through the sufferance of the Buyer, it shall be considered a default in the terms and conditions of this contract.

It is agreed that in case any of said liens or encumbrances or delinquent taxes are placed against said real or personal property, the Seller may pay said liens, encumbrances or delinquent taxes and shall be entitled to reimbursement from the Buyer with interest.

CONDITION OF PREMISES. The Buyer herein has fully examined the nature and extent of the premises and fixtures agreed to be sold and has purchased the same "AS IS" and based upon his own inspection and evaluation of the same. The Seller makes no warranties, express or implied, concerning the premises or the condition or length of service of any items sold except as herein set forth.

ZONING. The Buyer has examined into all restrictions imposed by covenants, zoning and other regulations affecting the use or development of the premises, and have purchased the premises based upon his own examination and evaluation. The Seller warrants that the property sold herein is subject to a conditional use permit for the purpose of a dairy farming operation and a true and correct copy of said permit along with the conditions attached to said permit is attached hereto as Exhibit "D". The Buyer expressly agrees that he will adhere to the conditions required by the conditional use permit referred to herein and hold Seller harmless and indemnify Seller from any failure to comply with said conditions.

WASTE MANAGEMENT. Seller recognizes that Buyer intends to utilize the demised premises for a dairy farming operation and specifically agrees that Buyer may treat and dispose of waste on

the demised premises so long as said disposal is in compliance with all applicable regulations and permits issued by the State of Idaho and Buyer agrees to indemnify Seller and hold Seller harmless in the case of his failure to do so.

BOUNDARIES. The Buyer has personally inspected the existing fencelines surrounding the demised premises. The Seller makes no warranties, either express or implied, concerning the accuracy of any existing fencelines in relation to actual boundaries which may be more accurately determined pursuant to a survey.

HAZARDOUS SUBSTANCE. The Buyer shall not cause or permit hazardous substances, as the same may be defined by any law, ordinance or regulation, to be brought upon, applied, stored or used on the premises, except in accordance with all applicable law, regulations or ordinances and good farming practices. The Buyer agrees to indemnify and hold harmless the Seller against any and all claims and losses resulting from a breach of this provision. This provision to indemnify shall survive the payment of the purchase price in full.

WAIVER. A waiver by one party of one or several defaults and performance of any provision of this contract to be performed by the other party shall not be construed as a waiver of such provision itself or of any subsequent defaults in the performance thereof. The giving of a Notice of Default shall not be considered as a rescission or an offer of rescission of this agreement.

ADVANCES. The Seller may, without prior notice, but are not obligated to, pay any taxes, water charges, insurance premiums,

liens and payments on liens or contracts which the Buyer is herein obligated to, but fail to pay when due. The amounts so paid by the Seller shall be immediately due and shall bear interest at the rate of ten (10%) per cent per annum until paid, and shall be deemed to a part of the remaining principal balance of this contract. By paying such items, the Seller does not waive the Buyer's default for failure to pay the same, and may thereupon cause a Notice of Default to be given to the Buyer as herein provided.

ASSIGNMENT. Buyer shall not assign this contract or any interest hereunder or any interest in the premises herein described prior to full performance of this contract.

NOTICE OF CONTRACT OF SALE. Concurrently with the execution of this agreement, the parties shall execute and acknowledge a "Notice of Contract of Sale" which shall be recorded by the Buyer in the official records maintained in Owyhee County for such recording. The Buyer shall execute a Quitclaim Deed in favor of Seller which shall be placed in escrow to be delivered in accordance with this agreement.

AGREEMENT NOT TO BE RECORDED. Neither party to this agreement shall, without the written consent of the other, record this contract or a copy thereof, it being understood that possession of the Buyer is sufficient notice of Buyer's interest and the placing of record of a copy of this contract shall constitute a breach of the terms hereof.

INSURANCE. The Buyer agrees to keep the personal property subject of this agreement insured to its full insurable value during the life of this contract, said policy of casualty

insurance to carry a "Contract of Sale" clause showing the interests of the respective parties, and loss, if any, under said policy shall be payable to the parties hereto as their respective interests appear.

TAXES. The Seller agrees to pay all taxes and assessments against the premises lawfully assessed and levied for the year 2000, and all prior years; and the Buyer agrees to pay all taxes and assessments against the premises lawfully assessed and levied for the year 2001 and for all subsequent years, when they are due and before they become delinquent.

PRIOR LIENS. It is understood and agreed that the title to the Seller is subject to the following liens:

1. Financing statement wherein Leslie Loucks and Lavada Loucks, are debtor, First National Bank of Omaha is secured party, which said financing statement was recorded on December 29, 1997 as Instrument No. 223620, records of Owyhee County, Idaho, and which said financing statement was assigned by secured party to Zions Bank on January 10, 2000 as Instrument No. 231053, records of Owyhee County, Idaho.

2. Financing statement wherein Leslie Loucks and Loucks Farms, are debtor, and Source Capital Leasing Co. is secured party, which said financing statement was recorded on May 12, 1999 as Instrument No. 228534, records of Owyhee County, Idaho, and which said financing statement was assigned by secured party to Bank of America dba Seafirst on May 12, 1999 as Instrument No. 228534, records of Owyhee County, Idaho.

3. Mortgage, dated December 2, 1999, wherein Leslie Loucks and Lavada Loucks are named as mortgagor, in favor of Zions First National Bank, as mortgagee, which said mortgage was recorded on December 13, 1999 as Instrument No. 230691, records of Owyhee County, Idaho, and which said mortgage was modified and recorded on July 7, 2000 as Instrument No. 233035.

The Seller herein hereby covenants and agrees that he will make all payments provided for in said Financing Statements and Mortgage in the amounts and at the time the same become due. In the event that the Seller should in any way become in default of said Financing Statements and/or Mortgage, the Buyer shall have the right to remedy the default of the Seller pursuant to said Financing Statements and/or Mortgage and shall receive credit for any monies expended against the remaining balance under this Contract.

TITLE AND TITLE EVIDENCE. The Seller agrees to furnish the Buyer good and sufficient Warranty Deeds to the real property previously described herein. The Seller warrants that Seller is vested with a good and merchantable fee simple title to the premises subject only to the following:

1. Prior liens herein agreed to be paid by Seller. The balance due on the prior liens herein expressly agreed to be paid by the Seller.

2. Taxes herein agreed to be paid by Buyer. All taxes herein expressly agreed to be paid by the Buyer.

3. Irrigation charges herein agreed to be paid by Buyer. All irrigation charges herein expressly agreed to be paid by the Buyer.

4. Accretion, alluvion, etc. Any claim arising from increases or decreases in the premises because of accretion, alluvion, reliction, dereliction, avulsion or erosion.

5. Patents or state grants. All reservations in patents or state grants or in the laws authorizing the issuance thereof.

6. Bonded debt of taxing units. The bonded debt of all taxing units.

7. Local improvements. Any taxes for local improvements not now completed.

8. Zoning requirements, etc. All zoning requirements and restrictions imposed by any governmental unit.

9. Building codes, etc. All requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit.

10. Irrigation district contracts. All repayment contracts between the Gem Irrigation District and the United States.

11. Restrictions, etc. of record. All restrictions, covenants, servitudes, limitations, conditions, and prohibitions of record or provided by law.

12. All rights of way. All rights of way under, over and across the premise regardless of how evidenced or acquired and whether the same appear of record or not.

13. Commitment for title insurance exceptions. All exceptions, except exception Nos. 8, 12, 13, 14, 19 and 20 set forth in the commitment for title insurance issued by First American Title Insurance Company through Pioneer Title Company of Canyon County, Owyhee Office, under Commitment No. PN59087 and dated May 14, 2001, which commitment is by this reference incorporated herein for the purpose of setting forth such exceptions.

It is understood and agreed that the Seller shall furnish a standard owners policy of title insurance in the sum of \$771,000.00 showing marketable title to the real property described herein as Tract I in the Seller subject to the exceptions above listed. Seller shall also furnish a purchasers policy of title insurance in the sum of \$1,667,000.00 showing marketable title to the real property described herein as Tract II in the Seller subject to the exceptions above listed. Said purchasers policy of title insurance shall be held in long term escrow with this Contract of Sale. Said policies of title insurance are to be furnished to the Buyer within twenty (20) days of the execution of this contract, and the Buyer shall within twenty (20) days of the receipt thereof have said policies of title insurance examined and point out in writing to the said Seller any defects in or objections to said title, and the Seller agrees within a reasonable time to correct any meritorious defects or objections. In the event that the Buyer does not point out in writing any defects in or objections to such title within twenty (20) days of the receipt of said title insurance policies, then any defects in or objections to said title are deemed waived.

DEFAULT AND FORFEITURE. Time is of the essence of this contract, and in the event of the failure of the Buyer to comply with the terms hereof, the Seller shall be released from all obligations in law and equity to convey the said premises and the Buyer shall forfeit all rights thereto unless the terms of this agreement are complied with after thirty (30) days' written notice served personally or by registered mail upon the Buyer, and all payments made on said premises and all improvements, fixtures and buildings, whether now thereon or to be placed thereon, shall be retained by the said Seller as liquidated damages to reimburse the Seller for any loss or damage which Seller and not a penalty or forfeiture, may have sustained by reason of the failure of the Buyer to perform this agreement and as compensation for the reasonable use and occupation of the said premises.

It is further understood and agreed that in case the default by the said Buyer is not remedied within the period hereinabove provided for, the Buyer will upon demand deliver up possession of the above described premises, including all improvements, to the Seller peaceably and without resort to court action; provided, however, that nothing herein contained shall be construed to be an election of remedies or as a waiver by the Seller of any rights or remedies otherwise provided by law for breach of this contract, such as declaring the whole amount of the contract price immediately due and payable at the option of the Seller upon default and breach of this contract on the part of the Buyer, including the right at the option of the Seller of foreclosing this

contract in the manner provided by law for the foreclosure of mortgages.

It is further understood and agreed that in case of default by the Buyer and the Seller, in order to enforce the terms of the contract, is required to send a notice of default to the Buyer, the Buyer agrees to pay all costs incurred by the Seller in the preparation of the notice of default and the service fee of the escrow holder in the service of said notice of default upon the Buyer.

In the event the Seller shall show leniency to the Buyer at any time on account of any matter or thing relating thereto, said leniency shall not be considered or construed to be a violation of the conditions and terms hereof and shall not prevent the Seller from thereafter declaring a forfeiture if the terms and conditions of this contract are not complied with as herein contained.

ESCROW HOLDER. It is agreed that the parties hereto will upon execution of this agreement deposit in escrow at PIONEER TITLE COMPANY OF CANYON COUNTY, Nampa, Idaho, this Contract, Warranty Deed on Tract II, Policy of Title Insurance on Tract II, Bill of Sale for personal property on Tract II, Quitclaim Deed on Tract II and Assignment of Water Rights and the escrow holder is instructed as follows:

1. To hold the above described documents and to deliver the same to the Buyer upon the full payment of the monies due under this contract.

2. In case there is any breach of the terms of this contract and forfeiture thereto, to redeliver the said documents to the Seller.

3. To receive the monies paid by the Buyer and to deliver the same to the Seller.

ESCROW AND ATTORNEY'S FEES. This agreement and other documents referred to herein have been prepared by the attorneys representing the interests of the Seller and the Buyer is hereby notified to seek and consult with his own legal counsel on every aspect of this transaction. The Buyer has agreed with the Seller that he will reimburse Seller for one-half of the costs charged by the preparing attorney in preparing this agreement.

INTERPRETATION. The paragraph headings used herein are for convenience only, are not a part of this agreement, and are not to be used in construing it. Singular terms used herein shall be read in the plural when the context so requires or permits.

SURVIVAL OF COVENANTS. All covenants and conditions in this contract are intended to survive the delivery by Seller and acceptance by Buyer of the Deed.

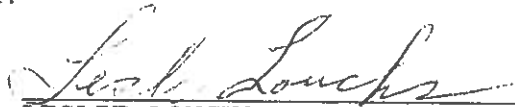
INTEGRATION OF AGREEMENT. Seller and Buyer acknowledges that the terms of this contract may vary from the terms contained in an earnest money agreement or receipt and agreement to purchase or any other preliminary agreements made prior to the execution of this contract and may vary from any negotiations between the parties prior to the execution of this contract. Seller and Buyer agree that the terms, covenants and conditions of this contract shall supersede all such prior negotiations and agreements, and

that there are no other agreements not contained in this contract, and that this contract shall be and is the final expression of the agreement of the parties and shall control. No modification of this contract shall be valid unless in writing and executed by the parties to this contract.

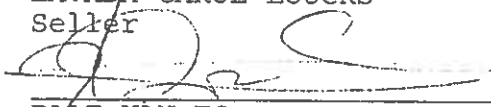
ATTORNEY'S FEES. It is further understood and agreed that in the event it is necessary for legal action to be brought by the Seller or the Buyer to enforce the provisions of this agreement, the losing party in any court action will pay to the prevailing party therein a reasonable attorney's fee, and in addition shall pay the costs allowed by law.

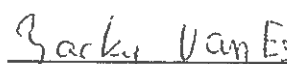
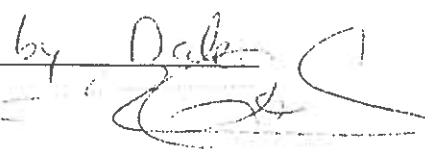
BINDING UPON REPRESENTATIVES. This agreement is binding on the heirs, administrators, executors, successors and assigns of all the parties hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and subscribed their names, the day and year in this agreement first above written.


LESLIE LOUCKS


LAVADA CAROL LOUCKS
Seller

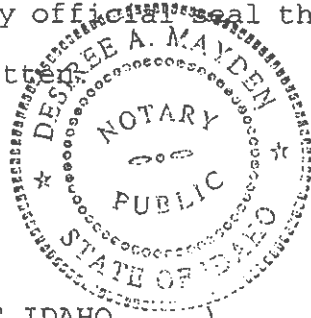

DALE VAN ES

 by 
JACKIE VAN ES
Buyer

STATE OF IDAHO)
) ss.
County of Canyon)

On this 30th day of May, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared LESLIE LOUCKS AND LAVADA CAROL LOUCKS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Desiree A Mayden
Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 3-31-2006

STATE OF IDAHO)
) ss.
County of Canyon)

On this 30th day of May, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE VAN ES ^{on} and ~~JACKIE VAN ES~~, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Desiree A Mayden
Notary Public
Residing at: Nampa
My Commission Expires: 3-31-2006

CONTRACT OF SALE - 19-

STATE OF IDAHO
COUNTY OF CANYON

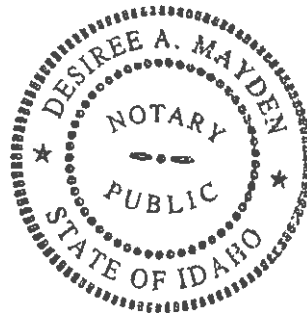
On this 30th day of May, 2001, before me a Notary Public, personally appeared **DALE VAN ES**, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of **JACKIE VAN ES** and acknowledged to me that he/she subscribed the name of **JACKIE VAN ES** thereto as principal, and his/her own name as attorney in fact.

Desiree A. Mayden

Notary Public

Residing at Nampa, Idaho

My commission expires: 3-9-2006



TRACT II

Parcels of land being portions of Sections 20, 21 28 and 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

PARCEL 1:

SECTION 20:

The East Half of the East Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

PARCEL 2:

SECTION 21:

The West Half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, the North Half of the Southeast Quarter of the Northwest Quarter, the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the West Half of the Northeast Quarter of the Southwest Quarter, the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, the West Half of the Northeast Quarter, the West Half of the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

PARCEL 3:

SECTION 28:

All of the West Half of the Northwest Quarter and the North Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 4:

SECTION 29:

The East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho.

TOGETHER WITH and subject to the following described roadway easements:

EASEMENT No. 1:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point lying 25 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the **REAL POINT OF BEGINNING**; thence

South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence

East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence

North along a line 25 feet West of and parallel with the West line of the East Half of the East Half of said Section 21 to a point lying 25 feet West of the East Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

EASEMENT No. 2:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the **REAL POINT OF BEGINNING**; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

South along a line 25 feet West of and parallel with the Center Section line of said Section 21 to a point lying 25 feet West of the North Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 3:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

East along the Section line common to said Section 21 and 28 to a point marking the West Sixteenth corner common to said Section 21 and 28, said point also marking the **REAL POINT OF BEGINNING**; thence

South along the East line of the West Half of the West Half of said Section 28 to a point marking the West Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 4:

A 50 foot wide ingress, egress, maintenance, utility and drainage easement lying in a portion of the Northwest Quarter of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of Section 20 to a found brass cap marking the North Sixteenth corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING; thence

South 89° 05'45" East (formerly S 89° 05'36" E) 585.96 feet along the South boundary of the West Half of the Southwest Quarter of said Section 16 to a point; thence

South 00° 54'15" West 50.00 feet to a point; thence

North 89° 05'45" West (formerly N 89° 05'36" W) 586.06 feet to a set 5/8 inch iron pin lying on the said East boundary of the Northeast Quarter of Section 20; thence

North 01° 01'11" East 50.00 feet along the East boundary of the Northeast Quarter of Section 20 to the REAL POINT OF BEGINNING.

EASEMENT No. 5:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portion of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet North of the Quarter corner common to said Section 20 and 21, said point also marking the REAL POINT OF BEGINNING; thence

West along a line 25 feet North of and parallel with the Center Section line of said Sections 20 and 21 to a point lying 25 feet North of the Southwest corner of the East Half of the East Half of the Southeast Quarter of the Northeast Quarter of said Section 20, said point also marking the point of ending of said easement centerline.

EASEMENT No. 6:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portion of Section 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21, 28 and 29; thence

South along the Section line common to said Sections 28 and 29 to a point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point lying 25 feet South of the said Section corner common to Sections 20, 21, 28 and 29, said point also marking the REAL POINT OF BEGINNING; thence

West along a line 25 feet South of and parallel to the Section line common to said Sections 20 and 29 to a point lying 25 feet South of the East Sixteenth corner common to said Sections 20 and 29, said point also marking the point of ending of said easement centerline.

EASEMENT No. 7 (IRRIGATION):

A 10 foot wide easement for the purpose of ingress, egress and maintenance of an existing irrigation line, said easement lying in portion of Section 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 5 feet wide on either side of the centerline of said existing irrigation line, said easement centerline being more or less described as follows:

COMMENCING at a point lying 55 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the REAL POINT OF BEGINNING; thence

South along the Section line 55 feet of and parallel to the Section line common to said Sections 20 and 21 to a point lying 55 feet East of the South Sixteenth corner common to said Sections 20 and 21; thence

East along the North line of the South Half of the South Half of said Section 21 to a point marking the Southeast Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

EXHIBIT "B"

TRACT I

Parcels of land being portions of Sections 17, 21 28 and 29, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

PARCEL 1:

SECTION 17:

A parcel of land lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

North 84° 16'16" West 245.99 feet to a point; thence

South 00° 36'01" West 568.91 feet to a set 1/2 inch iron pin, said pin marking the REAL POINT OF BEGINNING; thence

South 89° 23'59" East 50.00 feet to a set 1/2 inch iron pin; thence

South 00° 36'01" West 50.00 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 50.00 feet to a set 1/2 inch iron pin; thence

North 00° 36'01" East 50.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT B:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the Southwest Quarter of Section 16 and a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement centerline being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to said Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

North 01° 01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8 inch iron pin which bears

South 01° 01'11" West 50.00 feet; thence

North 00° 36'01" East 819.37 feet along the East boundary of the said Southeast Quarter of Section 17 to a set 5/8 inch iron pin; thence

South 84° 16'16" East 25.36 feet to a set 5/8 inch iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence long said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4° 02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears

North 04° 20'59" East to a point marking the REAL POINT OF BEGINNING; thence

South 84° 08'33" West 177.46 feet to a point of curve to the left; thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83° 32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears

South 42° 22'17" West to the point of ending of said curve; thence

South 00° 36'01" West 586.81 feet to a set 1/2 inch iron pin; thence

North 89° 23'59" West 20.00 feet to a point; thence

North 00° 36'01" East 586.81 feet to a point of curve to the right; thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83° 32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears

North 42° 22'17" East to the point of ending of said curve; thence

North 84° 08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road; thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00° 41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears

South 06° 43'08" West to the point of ending of said centerline easement.

EXCEPTING THEREFROM any portion thereof lying within the existing County Road.

ALSO TOGETHER WITH:

EASEMENT C:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Owyhee County, Idaho, said easement being more particularly described as follows:

COMMENCING at a found brass cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

North 01° 09'21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found brass cap marking the North Sixteenth Corner common to Sections 20 and 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20,

Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 3:

SECTION 28:

The West Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, the East Half of the Northwest Quarter and the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 4 West, Owyhee County, Idaho.

PARCEL 4:

SECTION 29:

The Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 4 West, Owyhee County, Idaho.

TOGETHER WITH and subject to the following described roadway easements:

EASEMENT No. 1:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point lying 25 feet East of the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said point also marking the REAL POINT OF BEGINNING; thence

South along a line 25 feet East of and parallel with the Section line common to said Sections 20 and 21 to a point lying 25 feet East of the Section corner common to Sections 20, 21, 28 and 29; thence

East along the Section line common to said Sections 21 and 28 to a point lying 25 feet West of the East Sixteenth corner common to said Sections 21 and 28; thence

North along a line 25 feet West of and parallel with the West line of the East Half of the East Half of said Section 21 to a point lying 25 feet West of the East Sixteenth corner of said Section 21, said point also marking the point of ending of said easement centerline.

EASEMENT No. 2:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Sections 21 and 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point lying 25 feet South of the North Sixteenth corner common to Sections 20 and 21, said point also marking the **REAL POINT OF BEGINNING**; thence

East along a line 25 feet South of and parallel with the North line of the South Half of the Northwest Quarter of said Section 21 to a point lying 25 feet West of and 25 feet South of the North Sixteenth corner of said Section 21; thence

South along a line 25 feet West of and parallel with the Center Section line of said Section 21 to a point lying 25 feet West of the North Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.

EASEMENT No. 3:

A 50 foot wide roadway easement for the purpose of ingress, egress and maintenance of said roadway as it is now constructed, said easement lying in portions of Section 28, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being 25 feet wide on either side of the centerline of said existing roadway, said easement centerline being more or less described as follows:

COMMENCING at a point marking the Section corner common to Sections 16, 17, 20 and 21, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence

South along the Section line common to said Sections 20 and 21 to a point marking the Section corner common to Sections 20, 21 28 and 29; thence

East along the Section line common to said Section 21 and 28 to a point marking the West Sixteenth corner common to said Section 21 and 28, said point also marking the **REAL POINT OF BEGINNING**; thence

South along the East line of the West Half of the West Half of said Section 28 to a point marking the West Sixteenth corner of said Section 28, said point also marking the point of ending of said easement centerline.