

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): Please see attached (51)

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

Idaho AgCredit, FLCA

P.O. Box 300

American Falls, ID 83211

4. Name of Water Right Owner/Claimant(s) Driscoll Brothers Partnership

5. Expiration Date of Notification Period November 01, 2033

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Adam C. Jensen, Assistant Vice-president/Branch Manager

For Office Use Only

Received by DMC Date 3/18/09 Fee \$1275.00
 Received by DMC Date 3/18/09 Receipt No. E034867
 Processed by _____ AJ Date _____ WR _____ Date _____

Refund \$75
35-8833 parent
35-2148 parent
35-2634 parent

SUPPORT DATA
IN FILE # 35-2112
RECEIVED
MAR 18 2009
 Department of Water Resources
 Eastern Region
RECEIVED
MAR 18 2009
 Department of Water Resources
 Eastern Region

Also:

A tract of land in the Northeast 1/4 of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North 1/4 corner of said Section 21;
Thence North 89°58'14" East, along the North line of said Section, 337.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 89°58'14" East along said North line, 289.00 feet;
Thence South 0°01'46" East, 168.24 feet;
Thence South 88°53'41" West, 289.05 feet;
Thence North 0°01'46" West, 173.67 feet, to the TRUE POINT OF BEGINNING.

Not secured with ID

Not in Deed Name

Secured by FLEM

Subject to the existing right-of-way of a County Road.

WATER RIGHTS:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7208, Priority Date February 4, 1972, for 7.13 CFS. DB F71
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7115, Priority Date February 2, 1970, for 3.11 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7239, Priority Date August 17, 1972, for 1.56 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7119, Priority Date May 2, 1983, for 0.78 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7116, Priority Date February 2, 1970, for 3.08 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7117, Priority Date February 2, 1970, for 3.09 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7118, Priority Date February 2, 1970, for 2.67 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2745, Priority Date December 30, 1964, for 2.55 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2239, Priority Date August 19, 1952, for 2.42 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2893, Priority Date September 14, 1966, for 2.56 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7015, Priority Date February 20, 1968, for 2.25 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2456, Priority Date March 30, 1956, for 2.54 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2719, Priority Date December 14, 1962, for 4.80 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7333, Priority Date February 24, 1964, for 3.08 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7905, Priority Date April 27, 1987, for 2.43 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2610, Priority Date September 15, 1960, for 5.85 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2480, Priority Date November 8, 1956, for 2.40 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7125, Priority Date February 16, 1970, for 3.00 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2531, Priority Date March 21, 1958, for 2.14 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2569, Priority Date April 2, 1959, for 3.16 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2424, Priority Date May 24, 1955, for 2.08 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2484, Priority Date December 3, 1956, for 2.60 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2112, Priority Date October 13, 1948, for 4.00 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-8084, Priority Date January 17, 1983, for 0.41 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2167A, Priority Date April 7, 1950, for 3.14 CFS.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8085, Priority Date January 17, 1983, for 1.37 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7891, Priority Date March 19, 1980, for 1.48 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2112, Priority Date June 13, 1949, for 2.04 CFS. Don't own
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8665, Priority Date April 11, 1988, for 1.90 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-10764, Priority Date April 1, 1960, for 0.04 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-12321, Priority Date June 1, 1970, for 0.04 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-10820, Priority Date May 1, 1920, for 0.04 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-10822, Priority Date May 1, 1979, for 0.04 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-12875, Priority Date June 13, 1949, for 0.04 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-10732, Priority Date June 1, 1941, for 0.06 CFS.

Field # 13 35-8664 - 4-11-98 - 1.54 CFS - on appraisal
14 35-8997 - 1-20-92 - 3.00 CFS - do we need these?

TOGETHER WITH: 158.48 shares of stock, Certificate #5556 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 124.42 shares of stock, Certificate #5000 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 35.58 shares of stock, Certificate #4867 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 40 shares of stock, Certificate #4725 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 65 shares of stock, Certificate #5136 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 165 shares of stock, Certificate #3830 or as may be re-issued in Aberdeen Springfield Canal Company.
TOGETHER WITH: 120 shares of stock, Certificate #5164 or as may be re-issued in Aberdeen Springfield Canal Company. Notice of 4/1/21 Pledge

Simple Storage

TOGETHER WITH: Idaho Department of Water Resources Decree Number 36-7333, Priority Date April 27, 1973, for .04 CFS.

Breeding Purchase

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2432B.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-7391B.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8832. NFE
TOGETHER WITH: Idaho Department of Water Resources License Number 35-2746.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8938. NFE
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8967.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-2643B. NO record found info to Ken Richman
TOGETHER WITH: Idaho Department of Water Resources License Number 35-13393.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8833. NO record found Parent Right
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8804A.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-12759. Please do not file this right @
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8804B.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-7391D.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-2432D.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8636.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-13420.

23

IDWR Fax

575-7177

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8904.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8053B.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8605A. NFE
TOGETHER WITH: Idaho Department of Water Resources License Number 35-7315.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-7313.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-12703. Ken Burgemeister - Please do not file this right @
TOGETHER WITH: Idaho Department of Water Resources License Number 35-12758.
TOGETHER WITH: Idaho Department of Water Resources License Number 35-7836. NFE
TOGETHER WITH: Idaho Department of Water Resources License Number 35-8900.

filed list

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TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7115, Priority Date February 2, 1970, for 3.11 CFS.
 TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7239, Priority Date August 17, 1972, for 1.56 CFS.
 TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-07719, Priority Date May 2, 1983, for 0.78 CFS.
 TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7116, Priority Date February 2, 1970, for 3.08 CFS.
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 TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-2148, Priority Date June 13, 1949, for 2.04 CFS. don't worry
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-8665, Priority Date April 11, 1988, for 1.90 CFS.
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 TOGETHER WITH: 40 shares of stock, Certificate #4725 or as may be re-issued in Aberdeen Springfield Canal Company.
 TOGETHER WITH: 65 shares of stock, Certificate #5136 or as may be re-issued in Aberdeen Springfield Canal Company.
 TOGETHER WITH: 165 shares of stock, Certificate #4836 or as may be re-issued in Aberdeen Springfield Canal Company.
 TOGETHER WITH: 120 shares of stock, Certificate #5164 or as may be re-issued in Aberdeen Springfield Canal Company.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

(Field 6)
 1 - 200 hp G.E. Motor Serial #NJ6025B16
 1 - Layne & Bowler Pump Serial #None
 8 - 1/4 mile Thunderbird Wheel Lines
 2,640 ft of PVC Mainline
 (Field 7)
 1 - 150 hp U.S. Motor Serial #1081535
 1 - Johnston Pump Serial #None
 8 - 1/4 mile Funk Electric Wheel Lines
 2,640 ft of PVC Mainline
 (Field 8)
 1 - 200 hp G.E. Motor Serial #None
 1 - Layne & Bowler Pump Serial #None
 8 - 1/4 mile Thunderbird Wheel Lines
 2,640 ft of PVC Mainline
 (Field 9)
 1 - 200 hp G.E. Motor Serial #51187002
 1 - Layne & Bowler Pump Serial #47087
 8 - 1/4 mile Thunderbird Wheel Lines
 2,640 ft of PVC Mainline
 (Field 10)
 1 - 150 hp U.S. Motor Serial #1137025
 1 - Layne & Bowler Pump Serial #44269
 8 - 1/4 mile Thunderbird Wheel Lines
 2,640 ft of PVC Mainline
 (Field 11)
 1 - 200 hp U.S. Motor Serial #D0799068515001R
 1 - Layne & Bowler Pump Serial #31808
 8 - 1/4 mile Funk Electric Wheel Lines
 2,640 ft of PVC Mainline
 (Field 12)
 1 - 200 hp U.S. Motor Serial #CC1010178
 1 - Byron Jackson Pump Serial #12C5
 8 - 1/4 mile Thunderbird Wheel Lines
 2,640 ft of PVC Mainline
 (Field 13)
 1 - 200 hp U.S. Motor Serial #CC1010176
 1 - Layne & Bowler Pump Serial #26876
 8 - 1/4 mile Funk Electric Wheel Lines
 2,640 ft of PVC Mainline
 (Field 14)
 1 - 200 hp U.S. Motor Serial #51187002
 1 - Layne & Bowler Pump Serial #47087
 1 - 100 hp Baldor Motor Serial #2936035
 1 - Cornell Pump (booster) Serial #85046
 16 - 1/4 mile Funk Electric Wheel Lines
 5,280 ft of PVC Mainline
 (Field 17)
 1 - 250 hp G.E. Motor Serial #HTJ812124
 1 - Aurora Pump Serial #None
 12 - 1/4 mile Funk Electric Wheel Lines

3,960 ft of PVC Mainline
(Field 18)
1 - 200 hp U.S. Motor Serial #None
1 - Berkeley Pump Serial #1956
8 - 1/4 mile Funk Electric Wheel Lines
3,200 ft of Transit Mainline
(Field 19)
1 - 200 hp U.S. Motor Serial #D7003850
1 - Johnston Pump Serial #None
12 - 1/4 mile Funk Electric Wheel Lines
3,200 ft of Transit Mainline
(Field 20)
1 - 250 hp G.E. Motor Serial #UUJ721558
1 - Berkeley Pump Serial #None
9 - 1/4 mile Thunderbird Wheel Lines
3,200 ft of PVC Mainline
(Field 21)
1 - 300 hp G.E. Motor Serial #VWG57720A
1 - Johnston Pump Serial #14023
1 - 100 hp Marathon Motor Serial #A15090N55
1 - Gould Pump (booster) Serial #60075
11 - 1/4 mile Thunderbird Wheel Lines
4,750 ft of PVC Mainline
(Field 22)
1 - 200 hp G.E. Motor Serial #ACU111162
1 - Berkeley Pump Serial #7020710
8 - 1/4 mile Funk Electric Wheel Lines
2,640 ft of PVC Mainline
(Field 23)
1 - 300 hp G.E. Motor Serial #EMJ526118
1 - Aurora Pump Serial #7020723
8 - 1/4 mile Funk Electric Wheel Lines
2,640 ft of PVC Mainline
(Field 24)
1 - 100 hp Lincoln Motor Serial #602114
1 - Paco Pump Serial #13437
8 - 1/4 mile Thunderbird Wheel Lines
6,300 ft of PVC Mainline
(Field 25)
1 - 75 hp U.S. Motor Serial #R2024034
1 - Berkeley Pump Serial #7425833
6 - 1/4 mile Thunderbird Wheel Lines
2,000 ft of PVC Mainline
(Field 26)
1 - 40 hp U.S. Motor Serial #F1105590
1 - Pump Tech Pump Serial #SHE20074
4 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of PVC Mainline
(Field 27)
1 - 75 hp G.E. Motor Serial #ALJ115451
1 - Berkeley Turbine Pump Serial #None
8 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of PVC Mainline
(Field 28)
1 - 350 hp U.S. Motor Serial #L01-20066988ST01
1 - Layne & Bowler Pump Serial #D02910
16 - 1/4 mile Thunderbird Wheel Lines
9,240 ft of PVC/Steel Mainline
(Field 29)
1 - 100 hp G.E. Motor Serial #R2103562
1 - Layne & Bowler Pump Serial #313971
5 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of PVC Mainline
(Field 30)
1 - 150 hp G.E. Motor Serial #None
1 - Byron Jackson Pump Serial #FG14619
8 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of PVC Mainline
(Field 31)
1 - 200 hp G.E. Motor Serial #BKJ50112
1 - Layne & Bowler Pump Serial #None
8 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of PVC Mainline
(Field 32)
1 - 150 hp U.S. Motor Serial #6350A07A107R150M
1 - Berkeley Pump Serial #553025
8 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of Steel Mainline
(Field 33)
1 - 200 hp G.E. Motor Serial #KMI1013104
1 - Berkeley Pump Serial #7700025
8 - 1/4 mile Thunderbird Wheel Lines
3,200 ft of Steel Mainline
(Field 34)
1 - 100 hp G.E. Motor Serial #RMJ1013128
1 - Layne & Bowler Pump Serial #7700024
7 - 1/4 mile Thunderbird Wheel Lines
2,800 ft of Steel Mainline
(Field 35)
1 - 50 hp U.S. Motor Serial #R2119249
1 - Worthington Pump Serial #None
3 - 1/4 mile Thunderbird Wheel Lines
1,320 ft of Steel Mainline
(Field 36)
1 - 75 hp G.E. Motor Serial #UGJ6873506
1 - Berkeley Pump Serial #525589
5 - 1/4 mile Thunderbird Wheel Lines

2,640 ft of Steel Mainline
(Field 37)
1 - 150 hp G.E. Motor Serial #AAU106156
1 - Layne & Bowler Pump Serial #44154
8 - 1/4 mile Thunderbird Wheel Lines
2,640 ft of Steel Mainline
(Field 42)
1 - 60 hp U.S. Motor Serial #R2115147
1 - Worthington Pump Serial #None
4 - 1/4 mile Thunderbird Wheel Lines
1,320 ft of Steel Mainline
(Field 46)
1 - 25 hp G.E. Motor Serial #None
1 - Unknown make of Pump Serial #None
2 - 1/4 mile Thunderbird Wheel Lines
1,320 ft of Steel Mainline

14-14

DRISCOLL BROTHERS PARTNERSHIP, and WALLACE BROCK DRISCOLL, individually, and MARTIN DIRK DRISCOLL, individually, and LORAIN D. DRISCOLL, individually, and THAYNE J. DRISCOLL, individually

INDIVIDUALLY BY:

By: Wallace Brock Driscoll
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL, individually and as a Partner

Tena Driscoll
TENA DRISCOLL

By: Dirk Driscoll
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, individually and as a Partner

Dayna Driscoll
DAYNA DRISCOLL

By: Lorain D. Driscoll
LORAIN D. DRISCOLL, individually and as a Partner

Tamara D. Driscoll
TAMARA D. DRISCOLL

By: Thayne J. Driscoll
THAYNE J. DRISCOLL, individually and as a Partner

Andra Driscoll
ANDRA DRISCOLL

DRISCOLL POTATOES, INC., An Idaho Corporation

By: Lorain D. Driscoll
LORAIN D. DRISCOLL, President

Wallace W. Driscoll
WALLACE W. DRISCOLL

Attest: Thayne J. Driscoll
THAYNE J. DRISCOLL, Secretary

Maurine D. Driscoll
MAURINE D. DRISCOLL

DRISCOLL III LIMITED PARTNERSHIP, An Idaho Limited Partnership

By: Wallace W. Driscoll
WALLACE W. DRISCOLL, General Partner

By: Maurine D. Driscoll
MAURINE D. DRISCOLL, General Partner

WHEN RECORDED MAIL TO:

*Building 2**File copy*

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this June 23, 2008 between DRISCOLL BROTHERS PARTNERSHIP, By: WALLACE BROCK DRISCOLL, MARTIN DIRK DRISCOLL, LORAIN D. DRISCOLL, and THAYNE J. DRISCOLL, Partners, whose address is PO Box 129 American Falls, Idaho 83211 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971 as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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(ies) of Power, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8904.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-8053B.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-8605A.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-7315.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-7313.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-12703.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-12758.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-7836.
 TOGETHER WITH: Idaho Department of Water Resources License Number 35-8900.

Listed on Master

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

Instrument # 194528

POWER COUNTY, IDAHO

2008-08-15 04:19:40 No. of Pages: 9

Recorded for: ALLIANCE TITLE

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy *Deanna L Curry* Fee: 21.00

 COPY

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, to the use of water for irrigation, livestock and domestic purposes, 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 grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

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.

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):

DATE OF NOTE	MATURITY DATE	AMOUNT OF NOTE
June 23, 2008	November 1, 2033	\$5,500,000.00
June 23, 2008	November 1, 2033	\$6,500,000.00

(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.(a) 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 (b) 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.

(b) 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 appropriative, 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.

DRISCOLL BROTHERS PARTNERSHIP

By: [Signature]
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL,
Partner

By: [Signature]
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, Partner

By: [Signature]
LORRAINE D. DRISCOLL, Partner

By: [Signature]
THAYNE J. DRISCOLL, Partner

ACKNOWLEDGMENT.

STATE OF IDAHO

County of Bonne } ss.

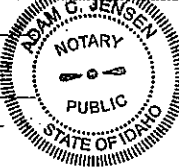
On this 23rd day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brock Driscoll, aka Wallace Brock Driscoll, Dirk Driscoll, aka Martin Dirk Driscoll, Loraine D. Driscoll, and Thayne J. Driscoll, known to me to be the partners in the Partnership of Driscoll Brothers Partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

[Signature]
Notary Public for the State of Idaho

Residing at Ammon Falls, Id

My Commission Expires: 6-20-13



SCHEDULE A
REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED June 23, 2008

Driscoll Brothers Partnership
Loan No. 231-007-0005214211-5570360-101

REAL ESTATE DESCRIPTION:

Parcel 1: (Field 60)

Section 14, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho:

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the following described tract, known as Tax 2:
Power County, Idaho:

COMMENCING at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 7 South, Range 29 East, Boise Meridian:
Thence West a distance of 1025 feet;
Thence South a distance of 295 feet;
Thence West a distance of 295 feet;
Thence South a distance of 1025 feet;
Thence East a distance of 1320 feet;
Thence North a distance of 1320 feet, to the POINT OF BEGINNING.

Except Therefrom:

A parcel of land in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho described as follows:

COMMENCING at the Southwest corner of said Section 14, being monumented with a $\frac{5}{8}$ " rebar and aluminum cap PLS 843;
Thence North $00^{\circ}03'24"$ East, along the West line of said Section, a distance of 195.80 feet to the TRUE POINT OF BEGINNING.

Thence North $00^{\circ}03'24"$ East, continuing along said West line, a distance of 258.81 feet;
Thence South $89^{\circ}56'36"$ East, leaving said West line, a distance of 168.31 feet to a $\frac{1}{2}$ " rebar and plastic cap PLS 2341;
Thence South $00^{\circ}03'24"$ West, a distance of 258.81 feet to a $\frac{1}{2}$ " rebar and plastic cap PLS 2341;
Thence North $89^{\circ}56'36"$ West, a distance of 168.31 feet to the TRUE POINT OF BEGINNING.

Subject to an easement 30.00 feet in width along the West line of the above described parcel for County Road (Breeding Road) purposes.

Parcel 2: (Field 59)

Southeast $\frac{1}{4}$ of Section 15, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Excepting therefrom the following described parcel:

A parcel of land located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 15;
Thence North 165.00 feet along the East Section line;
Thence West, and running parallel to the South Section line, a distance of 380.00 feet;
Thence South a distance of 165.00 feet, to the South Section line; and
Thence East along the South Section line a distance of 380.00 feet, to the POINT OF BEGINNING.

Also Except Therefrom:

A parcel of property located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 15;
Thence North 165.00 feet along the East Section line to the TRUE POINT OF BEGINNING;
Thence North 100.00 feet;
Thence West 480 feet;
Thence South 100 feet;
Thence East 480 feet to the POINT OF BEGINNING.

Also Excepting Therefrom:

A parcel of property located in the Southeast $\frac{1}{4}$ of Section 15, more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 15 and running;
Thence North along the East Section line 265.00 feet to the TRUE POINT OF BEGINNING;
Thence West 265.00 feet;
Thence North 350.00 feet;
Thence East 265.00 feet to the East Section line;
Thence South 350.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3: (Field 61)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 23: North $\frac{1}{2}$ of the North $\frac{1}{2}$.

Parcel 8: (Fields 62, 63, 64 & 65)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 22: Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ described as follows:

COMMENCING at the Southeast corner of said Section 22;
Thence North $0^{\circ}02'$ East along the East line of Section, 1968.00 feet;
Thence North $89^{\circ}58'$ West, 25.0 feet to the West right of way line of an existing County Road;
Thence North $0^{\circ}02'$ East 495.0 feet to the TRUE POINT OF BEGINNING;
Thence North $89^{\circ}58'$ West, 130.0 feet;
Thence North $0^{\circ}02'$ East, 167.5 feet;
Thence South $89^{\circ}58'$ East, 130.0 feet;
Thence South $0^{\circ}02'$ West, along the West right of way line of the aforementioned County Road 167.5 feet to the TRUE POINT OF BEGINNING.

Parcel 9: (Fields 62, 63, 64 & 65)

The South $\frac{1}{4}$ of the South $\frac{1}{4}$ of the North $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho and North $\frac{1}{2}$ of the South $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

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Excepting Therefrom:

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the Southeast corner of said Section 22;
Thence North $0^{\circ}02'$ East along the East line of Section 1968.0 feet;
Thence North $89^{\circ}58'$ West 25.0 feet to the West right of way line of an existing County Road;
Thence North $0^{\circ}02'$ East 495.0 feet to the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}58'$ West 130.0 feet;
Thence North $0^{\circ}02'$ East 167.5 feet;
Thence South $89^{\circ}58'$ East 130.0 feet;
Thence South $0^{\circ}02'$ West along the West right of way line of the aforementioned County Road 167.5 feet to the TRUE POINT OF BEGINNING.

Also Excepting Therefrom:

A parcel of land in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the Southeast corner of said Section 22;
Thence North $0^{\circ}02'$ East along the East line of said Section a distance of 1968.0 feet;
Thence North $89^{\circ}58'$ West 25.0 feet to the West right of way of an existing County Road, the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}58'$ West 220.0 feet;
Thence North $0^{\circ}02'$ East 495.0 feet;
Thence South $89^{\circ}58'$ East 220.0 feet to the West right of way of said County Road;
Thence South $0^{\circ}02'$ West along said West right of way 495.0 feet to the TRUE POINT OF BEGINNING.

Also Excepting Therefrom:

A tract of land in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho described as follows:

COMMENCING at the Southeast corner of said Section 22;
Thence North $0^{\circ}02'00''$ East, along the East line of said Section, a distance of 1968.00 feet;
Thence North $89^{\circ}58'00''$ West 245.00 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843, said point being the Southwest corner of a parcel of land shown on Record of Survey Instrument No. 185407, the TRUE POINT OF BEGINNING.
Thence North $89^{\circ}58'00''$ West, 88.00 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;
Thence North $0^{\circ}02'00''$ East, 495.00 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;
Thence South $89^{\circ}58'00''$ East 88.00 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843, said point being the Northwest corner of the aforementioned Record of Survey;
Thence South $0^{\circ}02'00''$ West, along said right-of-way, 495.00 feet to the TRUE POINT OF BEGINNING.

Also Including:

The North $\frac{3}{4}$ of the North $\frac{1}{4}$ of Section 22, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

* Parcel 10: (Field 60)

A parcel of land in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 7 South, Range 29 East, Boise Meridian, Idaho, described as follows:

COMMENCING at the Southwest corner of said Section 14, being monumented with a $\frac{5}{8}$ " rebar and aluminum cap PLS 843;
Thence North $00^{\circ}03'24''$ East, along the West line of said Section, a distance of 195.80 feet to the TRUE POINT OF BEGINNING;

Thence North $00^{\circ}03'24''$ East, continuing along said West line, a distance of 258.81 feet;
Thence South $89^{\circ}56'36''$ East, leaving said West line, a distance of 168.31 feet to a $\frac{1}{2}$ " rebar and plastic cap PLS 2341;
Thence South $00^{\circ}03'24''$ West, a distance of 258.81 feet to a $\frac{1}{2}$ " rebar and plastic cap PLS 2341;
Thence North $89^{\circ}56'36''$ West, a distance of 168.31 feet to the TRUE POINT OF BEGINNING.

Subject to an easement 30.00 feet in width along the West line of the above described parcel for County Road (Breeding Road) purposes.

Parcel 11: (Field 59)

A parcel of land located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 15 and running
Thence North 165.00 feet to a point on the East Section line, the TRUE POINT OF BEGINNING;
Thence North 100.00 feet;
Thence West 480.00 feet;
Thence South 100.00 feet;
Thence East 480.00 feet to the POINT OF BEGINNING.

Parcel 12: (Field 59)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Section 15: A parcel of property located in the Southeast $\frac{1}{4}$ more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 15 and running;
Thence North along the East Section line 265.00 feet to the TRUE POINT OF BEGINNING;
Thence West 265.00 feet;
Thence North 350.00 feet;
Thence East 265.00 feet, to the East Section line;
Thence South 350.00 feet to the TRUE POINT OF BEGINNING.

Parcel 13: (Field 59)

A parcel of property located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 15;
Thence North 165.00 feet along the East Section line;
Thence West and running parallel to the South Section line for 380.00 feet;
Thence South 165.00 feet to the South Section line; and
Thence East along the South Section line for a distance of 380.00 feet to the POINT OF BEGINNING.

Parcel 18: (Shops)

7/10

A tract of land in the Northwest ¼ of the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

BEGINNING at the Northwest corner of said Northwest ¼ of the Northeast ¼;
Thence South 0°01' West along the West line of said Northwest ¼ of the Northeast ¼, 250.00 feet;
Thence South 89°57' East, parallel to the North line, 800.00 feet;
Thence North 0°01' East, 250.00 feet, to the North line of said Section;
Thence North 89°57' West, along said North line, 800.00 feet, to the POINT OF BEGINNING.

Excepting Therefrom:

A tract of land in the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 21;
Thence North 89°58'14" East along the North line of said Section, 41.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing along the North line of said Section, North 89°58'14" East 296.00 feet;
Thence South 0°01'46" East 173.67 feet;
Thence South 88°53'41" West 296.03 feet, to the North-South ¼ Section line;
Thence North 0°02'09" West 179.23 feet, to the POINT OF BEGINNING.

Also Excepting Therefrom:

A parcel of land in the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 21;
Thence North 89°58'14" East along the North line of said Section, 626.00 feet, to the TRUE POINT OF BEGINNING;
Thence continuing North 89°58'14" East along the said North line, 438.94 feet;
Thence South 0°01'13" East, 160.00 feet;
Thence South 88°53'41" West, 438.99 feet;
Thence North 0°01'46" West, 168.24 feet, to the TRUE POINT OF BEGINNING.

Subject to the existing right-of-way of a County Road.

Also Excepting Therefrom:

A tract of land in the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 21;
Thence North 89°58'14" East, along the North line of said Section, 337.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 89°58'14" East along said North line, 289.00 feet;
Thence South 0°01'46" East, 168.24 feet;
Thence South 88°53'41" West, 289.05 feet;
Thence North 0°01'46" West, 173.67 feet, to the TRUE POINT OF BEGINNING.

Subject to the existing right-of-way of a County Road.

Parcel 19: (Shops)

A parcel of land in the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 21;
Thence North 89°58'14" East along the North line of said Section, 626.00 feet, to the TRUE POINT OF BEGINNING;
Thence continuing North 89°58'14" East along the said North line, 438.94 feet;
Thence South 0°01'13" East, 160.00 feet;
Thence South 88°53'41" West, 438.99 feet;
Thence North 0°01'46" West, 168.24 feet, to the TRUE POINT OF BEGINNING.

Subject to the existing right-of-way of a County Road.

Also:

A tract of land in the Northeast ¼ of Section 21, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 21;
Thence North 89°58'14" East, along the North line of said Section, 337.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 89°58'14" East along said North line, 289.00 feet;
Thence South 0°01'46" East, 168.24 feet;
Thence South 88°53'41" West, 289.05 feet;
Thence North 0°01'46" West, 173.67 feet, to the TRUE POINT OF BEGINNING.

Subject to the existing right-of-way of a County Road.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

(Field 59)

(This field has a pivot that receives water from pump #60)

1 - Zimmatic 8 Tower Pivot Serial #149597

(Field 60)

1 - Continental 400 hp Motor Serial #G9504A4

1 - Layne & Bowler Pump Serial #13776

16 - Thunderbird 1/4 mile Wheel lines Serial #None

1 - Baldor Motor 200 hp Motor for booster

1 - Cornell Pump Booster

1 - Mainline 5280' PVC Serial #None

(Field 61)

1 - G.E. 200 hp Motor Serial #BRJ207113

1 - Johnston Pump Serial #None

8 - Thunderbird 1/4 mile Wheel lines Serial #None

1 - Mainline 5280' PVC Serial #None

(Field 62)

1 - G.E. 150 hp Motor Serial #GJJ711166

1 - Johnston Pump Serial #None

6 - Thunder/Funk 1/4 mile Wheel lines Serial #None

1 - Mainline 1320' PVC Serial #None

(Field 63)

1 - G.E. 150 hp Motor Serial #VEG334033

1 - Unknown Pump Serial #None

6 - Thunder/Funk 1/4 mile Wheel lines Serial #None

1 - Mainline 1320' PVC Serial #None

(Field 64)

2/11

1 - G.E. 150 hp Motor Serial #PEG122053
1 - Unknown Pump Serial #None
6 - Thunder/Funk 1/4 mile Wheel lines Serial #None
1 - Mainline 1320' PVC Serial #None
(Field 65)
1 - G.E. 150 hp Motor Serial #GJJ711164
1 - Johnston Pump Serial #None
6 - Thunder/Funk 1/4 mile Wheel lines Serial #None
1 - Mainline 1320' PVC Serial #None

DRISCOLL BROTHERS PARTNERSHIP

By: *W. Brock Driscoll*
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL,
Partner

By: *Martin Dirk Driscoll*
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, Partner

By: *Lorraine D. Driscoll*
LORAINÉ D. DRISCOLL, Partner

By: *Thayne A. Driscoll*
THAYNE A. DRISCOLL, Partner

WHEN RECORDED MAIL TO:

Instrument # J4527

POWER COUNTY, IDAHO

2008-08-15

04:17:50 No. of Pages: 7

Recorded for: ALLIANCE TITLE

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fee: 21.00

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this June 23, 2008 between DRISCOLL BROTHERS PARTNERSHIP, By: WALLACE BROCK DRISCOLL, MARTIN DIRK DRISCOLL, LORAIN D. DRISCOLL, and THAYNE J. DRISCOLL, Partners, whose address is PO Box 129 American Falls, Idaho 83211 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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(ies) of Power, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2432B.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-7391B.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8832.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2746.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8938.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8967.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2643B.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-13393.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8833.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8804A.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-12759.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8804B.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-7391D.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2432D.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8636.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-13420.

listed on master

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

COPY

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, to the use of water for irrigation, livestock and domestic purposes, 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 grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

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.

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):

DATE OF NOTE	MATURITY DATE	AMOUNT OF NOTE
June 23, 2008	November 1, 2033	\$6,500,000.00
June 23, 2008	November 1, 2033	\$5,500,000.00

(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; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

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, appraisal, and 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 order, consent order, agreements, or other action, proceeding or settlement (hereinafter "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 damage 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.(a) 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 (b) 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.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant or 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 or 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 an 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 appropriative, 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.

DRISCOLL BROTHERS PARTNERSHIP

By: Wallace Brock Driscoll
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL,
Partner

By: Martin Dirk Driscoll
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, Partner

By: Loraine D. Driscoll
LORAIN D. DRISCOLL, Partner

By: Thayne J. Driscoll
THAYNE J. DRISCOLL, Partner

ACKNOWLEDGMENT.

STATE OF IDAHO

County of Power) ss.

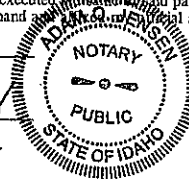
On this 22nd day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brock Driscoll, aka Wallace Brock Driscoll, Dirk Driscoll, aka Martin Dirk Driscoll, Loraine D. Driscoll, and Thayne J. Driscoll, known to me to be the partners in the Partnership of Driscoll Brothers Partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed said instrument as the partners in said partnership name.

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

Notary Public for the State of Idaho

Residing at American Falls, Id

My Commission Expires: 6-20-13



5/7

SCHEDULE A

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FC
MORTGAGE DATED June 23, 2008

Driscoll Brothers Partnership
Loan No. 231-007-0005214211-5570352-101

REAL ESTATE DESCRIPTION:
Parcel 4: (Field 70)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 25: East ½.

Parcel 5: (Fields 68 & 69)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 36: North ½ of the Northeast ¼ and the South ½ of the North ½.

Parcel 6: (Field 67)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 36: North ½ of the Northwest ¼.

Section 25: South ½ of the Southwest ¼ save and except, a tract in the Northwest corner of the South ½ of the Southwest ¼ of said Section 25 more particularly described as follows:

COMMENCING at the Southwest corner of said Section:

Thence North 00°10'40" East, along the West line of said Section, 475.55 feet to a ½" rebar and plastic cap stamped PLS 843, said point being the TRUE POINT OF BEGINNING;

Thence North 00°10'40" East continuing along the West line of said Section, 843.08 feet to a 5/8" rebar and aluminum cap stamped PLS 843

Thence North 89°58'46" East, 490.19 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 00°48'02" West, 108.73 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 87°26'12" East, 166.47 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 00°47'02" East, 119.79 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 89°42'07" West, 172.95 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 00°47'02" East, 14.43 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence from a tangent bearing South 53°11'56" West, along a curve to the left having a radius of 1404.10 feet, through a central angle of 30°55'05", for an arc length of 757.69 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence South 89°55'02" West, 28.32 feet to the TRUE POINT OF BEGINNING.

Parcel 7: (Field 56)

Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.
Section 16: Northwest ¼.

Parcel 14: (Field 66)

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.
Section 26: South ½ of the Southeast ¼ and the East ½ of the Southeast ¼ of Southwest ¼.
Section 35: East ½ of the East ½ of the Northwest ¼ and Northeast ¼.

Parcel 15: (Fields 57 & 58)

Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.
Section 7: Northeast ¼.
Section 8: South ½.

Parcel 16: (Fields 54 & 55)

The Southeast ¼ of Section 9, Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.

The Southwest ¼ of Section 10, Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

(Field 54)

1 - GE 300 hp Motor Serial #TFG235033

1 - Unknown pump Serial #None

1 - Zimmatic 8 Tower Pivot with corner machine Serial #L44709

1 - Mainline 2640' PVC Serial #None

(Field 55)

(Pump and motor same as Field 54)

1 - Zimmatic 8 Tower Pivot with corner machine Serial #L44676

(Field 56)

1 - G.E. 150 hp Motor Serial #KKJ1002177

1 - Berkely Pump Serial #7658

1 - Zimmatic 8 Tower Pivot with Z-Machine Serial #L67039

1 - Mainline 10' Steel Serial #None

(Field 57)

1 - U.S. 450 hp Motor Serial #J03H02348187

1 - Worthington Pump Serial #None

16 - Thunderbird 1/4 mile Wheel lines Serial #None

1 - Mainline 5280' PVC Serial #None

(Field 58)

1 - U.S. 125 hp Motor Serial #R998204567

1 - Ingersoll Pump

1 - Zimmatic 10 Tower Pivot Serial #L64972

1 - Mainline 1320' PVC Serial #None

(Field 66)

1 - Unknown motor Serial #PFG105032

1 - Worthington Pump Serial #None

1 - Zimmatic 27 Tower Linear Serial #CD4239D628864
1 - Mainline 3260' PVC Serial #None
(Field 67)
1 - U.S. 200 hp Motor Serial #C151601508
1 - Worthington Pump Serial #None
1 - Zimmatic 8 Tower Pivot Serial #None
1 - Mainline 1320' PVC Serial #None
1 - Marathon 50 hp Motor
1 - Cornell Pump
(Field 68)
1 - Shares pump and motor with Field 67
1 - Zimmatic 7 Tower Pivot Serial #P-12052
1 - Mainline 3000' PVC Serial #None
(Field 69)
1 - Shares pump and motor with Field 67
1 - Zimmatic 8 Tower Pivot with corner machine Serial #L48948
1 - Mainline 1320' PVC Serial #None
(Field 70)
1 - G.E. 350 hp Motor Serial #VD333060
1 - Worthington Pump Serial #None
1 - Zimmatic 17 Tower Linear Serial #L19593
1 - Mainline 2640' PVC Serial #None

DRISCOLL BROTHERS PARTNERSHIP

By: *Brock Driscoll*
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL,
Partner

By: *Dirk Driscoll*
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, Partner

By: *Loraine D. Driscoll*
LORAIN D. DRISCOLL, Partner

By: *Thayne G. Driscoll*
THAYNE G. DRISCOLL, Partner

Recording Requested by:
WHEN RECORDED MAIL TO:

Loan No.: 231-007-0005214211

Instrument # 599853
BINGHAM COUNTY, IDAHO
10-15-2008 01:57:00 PM No. of Pages: 14
Recorded for: FIRST AMERICAN TITLE - PO
SARA J. STAUB Fee: 42.00
Ex-Officio Recorder Deputy CMiles
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

FA252589

14-1

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this June 23, 2008 between DRISCOLL BROTHERS PARTNERSHIP, By: WALLACE BROCK DRISCOLL, MARTIN DIRK DRISCOLL, LORAIN D. DRISCOLL, and THAYNE J. DRISCOLL, Partners; and Individually By: WALLACE BROCK DRISCOLL and TENA DRISCOLL, MARTIN DIRK DRISCOLL and DAYNA DRISCOLL, LORAIN D. DRISCOLL and TAMARA D. DRISCOLL, and THAYNE J. DRISCOLL and ANDRA DRISCOLL, husbands and wives; and DRISCOLL POTATOES, INC., An Idaho Corporation, By: LORAIN D. DRISCOLL, President, and Attest: THAYNE J. DRISCOLL, Secretary; and Individually By: WALLACE W. DRISCOLL and MAURINE D. DRISCOLL, husband and wife; and DRISCOLL III LIMITED PARTNERSHIP, An Idaho Limited Partnership, By: WALLACE W. DRISCOLL and MAURINE D. DRISCOLL, General Partners, whose address is PO Box 129 American Falls, Idaho 83211 hereinafter called "Mortgagor", and Idaho AgCredit, FLC ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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(ies) of Bingham, and Power, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

This mortgage is also offered to secure the notes identified below in the name(s) of DRISCOLL BROTHERS PARTNERSHIP, DRISCOLL TRUCK CENTER, LLC, An Idaho Limited Liability Company, DRISCOLL POTATOES, INC., An Idaho Corporation, WALLACE BROCK DRISCOLL and TENA DRISCOLL, husband and wife, and WALLACE W. DRISCOLL and MAURINE D. DRISCOLL, husband and wife, dba DRISCOLL FARMS, as well as any renewals or extensions thereof.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

Instrument # 104890
POWER COUNTY, IDAHO
10-15-2008 11:58:38 No. of Pages: 14
Recorded by: FIRST AMERICAN
CHRISTINE STERNLICH Post: 42.00
Ex-Officio Recorder Deputy: *Erin Rupp*

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, to the use of water for irrigation, livestock and domestic purposes, 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 grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

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.

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):

	DATE OF NOTE	MATURITY DATE	AMOUNT OF NOTE
Grain Facility	June 23, 2008	July 1, 2018	\$ 650,000.00
Jerome Cellars	June 23, 2008	July 1, 2018	\$ 875,000.00
Truck Center	June 23, 2008	July 1, 2023	\$ 335,000.00
R/E "PIA"	August 1, 2007	June 1, 2017	\$2,600,000.00
Pivot Loan	October 4, 1999	July 1, 2019	\$ 873,590.00
Behrend R/E	January 22, 2002	February 1, 2017	\$ 710,275.00
Duffin 320	September 5, 2002	August 1, 2022	\$ 676,680.00
Wilde 160	May 5, 2004	March 1, 2024	\$ 236,465.00
R/E "BIG"	January 15, 1992	August 1, 2011	\$2,807,098.00
Knudsen	September 22, 2005	September 1, 2030	\$2,468,950.00
R/E "MAISCH"	June 22, 1994	June 1, 2014	\$ 95,000.00
Zimm Cellar	August 1, 2007	June 1, 2017	\$ 355,000.00
RE EASTERDAY	May 12, 1998	July 1, 2018	\$ 980,435.00
Warehouse	September 22, 2005	September 1, 2020	\$1,754,300.00
Mtg Lbr House	June 1, 1999	June 1, 2014	\$ 50,000.00
R/E "WALLY"	January 15, 1992	August 1, 2011	\$ 856,143.00

WHEN RECORDED MAIL TO:

Recorded Electronically

10-57553- 577553

County BinghamDate 10-15-2008 Time 1:57

Simplifile.com 800.460.5857

FA252589

14-1

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this June 23, 2008 between DRISCOLL BROTHERS PARTNERSHIP, By: WALLACE BROCK DRISCOLL, MARTIN DIRK DRISCOLL, LORAIN D. DRISCOLL, and THAYNE J. DRISCOLL, Partners; and Individually By: WALLACE BROCK DRISCOLL and TENA DRISCOLL, MARTIN DIRK DRISCOLL and DAYNA DRISCOLL, LORAIN D. DRISCOLL and TAMARA D. DRISCOLL, and THAYNE J. DRISCOLL and ANDRA DRISCOLL, husbands and wives; and DRISCOLL POTATOES, INC., An Idaho Corporation, By: LORAIN D. DRISCOLL, President, and Attest: THAYNE J. DRISCOLL, Secretary; and Individually By: WALLACE W. DRISCOLL and MAURINE D. DRISCOLL, husband and wife; and DRISCOLL III LIMITED PARTNERSHIP, An Idaho Limited Partnership, By: WALLACE W. DRISCOLL and MAURINE D. DRISCOLL, General Partners, whose address is PO Box 129 American Falls, Idaho 83211 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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Instrument # 194889

POWER COUNTY, IDAHO

10-15-2008 11:58:36 No. of Pages: 14

Recorded for: FIRST AMERICAN

CHRISTINE STEINLIGHT Fee \$142.00

Ex-Officio Recorder Deputy Christine Steinlight

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, to the use of water for irrigation, livestock and domestic purposes, 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 grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

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.

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):

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Mtg Lbr House	June 1, 1999	June 1, 2014	\$ 50,000.00
R/E "WALLY"	January 15, 1992	August 1, 2011	\$ 856,143.00

14-2

(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; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

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, appraisal, and 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 order, consent order, agreements, or other action, proceeding or settlement (hereinafter "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. Mortgagor 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 damage 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.(a) 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 (b) 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.

(b) 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 appropriative, 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.

DRISCOLL BROTHERS PARTNERSHIP, and WALLACE BROCK DRISCOLL, individually, and MARTIN DIRK DRISCOLL, individually, and LORAIN D. DRISCOLL, individually, and THAYNE J. DRISCOLL, individually

By: [Signature]
BROCK DRISCOLL, aka WALLACE BROCK DRISCOLL, individually and as a Partner

By: [Signature]
DIRK DRISCOLL, aka MARTIN DIRK DRISCOLL, individually and as a Partner

By: [Signature]
LORAIN D. DRISCOLL, individually and as a Partner

By: [Signature]
THAYNE J. DRISCOLL, individually and as a Partner

INDIVIDUALLY BY:

[Signature]
TENA DRISCOLL

[Signature]
DAYNA DRISCOLL

[Signature]
TAMARA D. DRISCOLL

[Signature]
ANDRA DRISCOLL

DRISCOLL POTATOES, INC., An Idaho Corporation

By: [Signature]
LORAIN D. DRISCOLL, President

Attest: [Signature]
THAYNE J. DRISCOLL, Secretary

[Signature]
WALLACE W. DRISCOLL

[Signature]
MAURINE D. DRISCOLL

DRISCOLL III LIMITED PARTNERSHIP, An Idaho Limited Partnership

By: [Signature]
WALLACE W. DRISCOLL, General Partner

By: [Signature]
MAURINE D. DRISCOLL, General Partner

ACKNOWLEDGMENT.

See Attached Acknowledgement

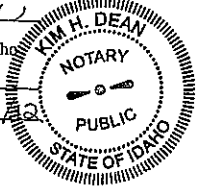
STATE OF IDAHO
County of Power) ss.

14-7

On this 15th day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Wallace W. Driscoll and Maurine D. Driscoll, known to me to be the General Partners in the Partnership of Driscoll III Limited Partnership, An Idaho Limited Partnership, and the partners who subscribed said partnership name to the foregoing instrument and acknowledged to me that they executed the same in said partnership name.

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

Kim H. Dean
Notary Public for the State of Idaho
Residing at Rockland
My Commission Expires: 2/01/12

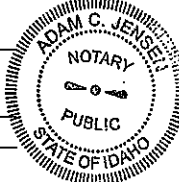


STATE OF IDAHO }
County of Power } ss.

On this 15th day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brock Driscoll, aka Wallace Brock Driscoll, Dirk Driscoll, aka Martin Dirk Driscoll, Loraine D. Driscoll, and Thayne J. Driscoll, known to me to be the partners in the Partnership of Driscoll Brothers Partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

[Signature]
Notary Public for the State of Idaho
Residing at Rockland Id.
My Commission Expires: 6-20-13

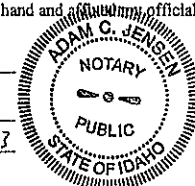


STATE OF IDAHO }
County of Power } ss.

On this 15th day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brock Driscoll, aka Wallace Brock Driscoll and Tena Driscoll, Dirk Driscoll, aka Martin Dirk Driscoll and Dayna Driscoll, Loraine D. Driscoll and Tamara D. Driscoll, and Thayne J. Driscoll and Andra Driscoll, husbands and wives, known 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.

[Signature]
Notary Public for the State of Idaho
Residing at Rockland Id.
My Commission Expires: 6-20-13

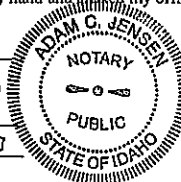


STATE OF IDAHO }
County of Power } ss.

On this 15th day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Loraine D. Driscoll, known to me to be the President, and Thayne J. Driscoll, known to me to be the Secretary, of the corporation that executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

[Signature]
Notary Public for the State of Idaho
Residing at Rockland Id.
My Commission Expires: 6-20-13

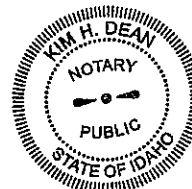


STATE OF IDAHO }
County of Ada/Power } ss.

On this 15 day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Wallace W. Driscoll and Maurine D. Driscoll, husband and wife, known 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.

[Signature]
Notary Public for the State of Idaho
Residing at Rockland
My Commission Expires: 2/01/12



147-0

SCHEDULE A
REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED June 23, 2008

Driscoll Brothers Partnership
Loan No. 231-007-0005214211

REAL ESTATE DESCRIPTION:
POWER COUNTY LEGAL DESCRIPTIONS:

PARCEL 1: (Field 10)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 34: SE $\frac{1}{4}$, EXCEPT FOR THAT CERTAIN PARCEL, KNOWN AS THE "HOME PLACE" DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM: A TRACT OF LAND IN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 34,
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 34;
THENCE SOUTH 2638.33 FEET, MORE OR LESS, TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION;
THENCE CONTINUING SOUTH 1044.17 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'42" WEST, 250 FEET; THENCE NORTH 89°57'26" WEST, 330 FEET;
THENCE NORTH 0°03'42" EAST, 250 FEET; THENCE NORTH 89°57'26" EAST, 330 FEET, TO
THE TRUE POINT OF BEGINNING.

THIS MORTGAGE, HOWEVER, ALSO INCLUDES ANY AND ALL IRRIGATION WELLS NOW OR HEREAFTER LOCATED ON THE
HOME PLACE AND ALSO INCLUDES AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS FROM THE SE $\frac{1}{4}$ OF THE SAID
SECTION 34, ACROSS THE HOME PLACE TO EACH IRRIGATION WELL THAT IS SITUATED THEREON. THE LOCATION OF EACH
EASEMENT ON THE HOME PLACE WILL BE A TWENTY FOOT STRIP, THE CENTER LINE OF WHICH IS THE MAINLINE THAT
RUNS FROM EACH IRRIGATION WELL ON THE HOME PLACE TO THE SAID SE $\frac{1}{4}$. IT ALSO INCLUDES A REASONABLE AREA
AROUND EACH IRRIGATION WELL FOR THE TEMPORARY PLACEMENT OF EQUIPMENT AND VEHICLES TO REPAIR AND
MAINTAIN EACH HOME PLACE IRRIGATION WELL.

PARCEL 2: (Field 9)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 34: NW $\frac{1}{4}$

PARCEL 3: (Field 8)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 34: SW $\frac{1}{4}$

PARCEL 4: (Fields 20, 21, 22 & 23)
TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 19: ALL

PARCEL 5: (Field 21)
TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 20: N $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 6: (Fields 18 & 19)
TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 30: W $\frac{1}{2}$,

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID
SECTION 30, WHICH POINT BEARS NORTH 33°02' WEST 4839.1 FEET FROM THE S $\frac{1}{4}$
CORNER OF SAID SECTION 30; THENCE NORTH 0°00'30" WEST 208 FEET ALONG SAID WEST
BOUNDARY; THENCE NORTH 89°59'30" EAST 208 FEET; THENCE SOUTH 00°00'30" EAST 208
FEET; THENCE SOUTH 89°59'30" WEST 208 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID
SECTION 30, WHICH BEARS NORTH 33°2' WEST 4839.1 FEET FROM THE S $\frac{1}{4}$ CORNER OF
SAID SECTION 30; THENCE NORTH 0°0'30" WEST 208.0 FEET ALONG THE SAID WEST
BOUNDARY TO THE POINT OF BEGINNING; THENCE NORTH 89°59'30" EAST 208.0 FEET;
THENCE NORTH APPROXIMATELY 950.0 FEET TO THE NORTH BOUNDARY OF SAID SECTION
30; THENCE WEST APPROXIMATELY 208.0 FEET TO THE NORTHWEST CORNER OF SAID
SECTION 30; THENCE SOUTH APPROXIMATELY 950.0 FEET ALONG THE WEST BOUNDARY OF
SAID SECTION 30 TO THE TRUE POINT OF BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 31: N $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 7: (Field 26)
TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO
SECTION 31: S $\frac{1}{2}$ SE $\frac{1}{4}$,

EXCEPTING THEREFROM: BEGINNING AT A POINT 113 FEET NORTH AND 177 FEET WEST OF
THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 31 EAST, BOISE
MERIDIAN, POWER COUNTY IDAHO; THENCE EAST 177 FEET; THENCE SOUTH 113 FEET;
THENCE WEST 242 FEET; THENCE NORTH 92 FEET; THENCE IN A NORTHEASTERLY
DIRECTION 66 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: THE COUNTY ROADS

ALSO EXCEPTING THEREFROM: BEGINNING AT A POINT 1042 FEET NORTH OF THE
SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 31 EAST, BOISE
MERIDIAN, POWER COUNTY, IDAHO; THENCE WEST 280 FEET; THENCE SOUTH 350 FEET;
THENCE EAST 280 FEET; THENCE NORTH 350 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: THE COUNTY ROAD RIGHT OF WAY

ALSO EXCEPTING THEREFROM: A TRACT OF LAND IN THE S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 31,
TOWNSHIP 6 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO
DESCRIBED AS FOLLOWS:

COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 31 EAST,
BOISE MERIDIAN, POWER COUNTY, IDAHO, SAID POINT MARKED BY A 5/8" IRON PIN
WITH ALUMINUM CAP MARKED "SRLS PLS 843"; THENCE NORTH 1°01'39" WEST 25.00 FEET
ALONG THE NORTH-SOUTH 1/4 SECTION LINE TO A 1/2" IRON PIN WITH PLASTIC CAP
MARKED "SRLS PLS 843" SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH-SOUTH 1/4 SECTION LINE NORTH 1°01'39" WEST 555.67 FEET TO A 1/2" IRON PIN WITH PLASTIC CAP MARKED "SRLS PLS 843"; THENCE SOUTH 46°58'01" EAST 28.61 FEET TO A 1/2" IRON PIN WITH PLASTIC CAP MARKED "SRLS PLS 843" AT AN EXISTING FENCE ANGLE POINT; THENCE SOUTH 40°10'35" EAST 701.60 FEET TO A 1/2" IRON PIN WITH PLASTIC CAP MARKED "SRLS PLS 843" AT THE NORTH RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD; THENCE WEST ALONG SAID RIGHT OF WAY LINE 463.57 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE 1/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31; THENCE WEST ALONG THE SOUTH LINE SAID SECTION 31 AND THE CENTERLINE OF NORTH PLEASANT VALLEY ROAD, 361.21 FEET; THENCE NORTH 25.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843 ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD AND BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH LEAVING SAID ROAD RIGHT OF WAY, 280.72 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°59'54" EAST 308.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FAIRVIEW ROAD, SAID POINT BEING A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PARCEL SHOWN ON RECORD OF SURVEY INSTRUMENT NO. 156821; THENCE SOUTH 04°09'32" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EAST BOUNDARY OF SAID RECORD OF SURVEY, 187.19 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE WEST LEAVING SAID ROAD RIGHT OF WAY AND CONTINUING ALONG SAID BOUNDARY LINE, 147.63 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 4473; THENCE SOUTH 70°27'15" WEST, CONTINUING ALONG SAID BOUNDARY LINE, 66.66 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 4473; THENCE SOUTH 02°15'10" EAST, CONTINUING ALONG SAID BOUNDARY LINE, 71.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH PLEASANT VALLEY ROAD AND MONUMENTED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 4473; THENCE WEST ALONG SAID NORTHERLY ROAD RIGHT OF WAY LINE, 114.85 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8: (Field 16)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 33: NE 1/4

PARCEL 9: (Field 16)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 33: SE 1/4

(Field 15)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 33: SW 1/4

EXCEPTING THEREFROM: THE EXISTING RIGHT OF WAY OF NORTH PLEASANT VALLEY ROAD.

PARCEL 10: (Warehouse)
LOTS 1 THROUGH 22, BLOCK 16, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

ALSO, THE WESTERLY 50.00 FEET OF LOTS 14 THROUGH 22, BLOCK 16, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

ALSO, THAT PORTION OF OREGON TRAIL, VACATED BY ORDINANCE NO. 433 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 14, BLOCK 16; THENCE SOUTH 68°16'48.5" EAST ALONG THE NORTHERLY LINE OF SAID LOT 50.00 FEET; THENCE SOUTH 21°43'11.5" WEST, 457.833 FEET TO THE SOUTHERLY LINE OF LOT 22, BLOCK 16; THENCE NORTH 68°16'48.5" WEST, ALONG SAID SOUTHERLY LINE AND EXTENSION THEREOF, 70.00 FEET, TO THE WESTERLY LINE OF THE ABOVE MENTIONED VACATED PORTION OF OREGON TRAIL; THENCE NORTH 21°43'11.5" EAST ALONG SAID WESTERLY LINE, 457.833 FEET; THENCE SOUTH 68°16'48.5" EAST, 20.00 FEET, TO THE POINT OF BEGINNING.

ALSO, THAT PORTION OF WHITMAN STREET, VACATED BY ORDINANCE NO. 406, RECORDED MAY 9, 1990 AS INSTRUMENT NO. 153018 DESCRIBED AS FOLLOWS: THE WEST 15 FEET IN WIDTH OF WHITMAN STREET OF THE CITY OF AMERICAN FALLS AS SHOWN ON THE RECORDED PLAT OF RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS.

ALSO, THAT PORTION OF ADAMS STREET, VACATED BY ORDINANCE NO. 454, DESCRIBED AS FOLLOWS: A STRIP 10 FEET WIDE AND 132.5 FEET LONG ALONG THE SOUTHWEST SIDE OF ADAMS STREET BETWEEN WHITMAN AVENUE AND THE RAILROAD RIGHT OF WAY IN SAID BLOCK 16.

PARCEL 11: (Warehouse)
LOTS 23 THROUGH 26, BLOCK 1, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

ALSO, THAT PORTION OF THE ALLEY IN BLOCK 1, VACATED BY RESOLUTION NO. 121, RECORDED MAY 9, 1990 AS INSTRUMENT NO. 153017.

PARCEL 12: (Warehouse)
THAT PORTION OF LOTS 14 THROUGH 21, BLOCK 15, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, LYING WEST OF THE UNION PACIFIC RAILROAD RIGHT OF WAY.

ALSO, LOTS 22, 23, 24, AND 25, BLOCK 15, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

PARCEL 13: (Warehouse)
LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 15, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

PARCEL 14: (Field 37)
TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 4: SE 1/4

14-10

PARCEL 15: (Field 28)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 32: SE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CLOSING CORNER COMMON TO SECTIONS 32 AND 33, MONUMENTED WITH A 5/8" IRON PIN WITH ALUMINUM CAP MARKED PLS 843, AND ALSO BEING A POINT ON THE CENTERLINE OF NORTH PLEASANT VALLEY ROAD, THENCE SOUTH 89°54'44" WEST ALONG SAID CENTERLINE 1523.59 FEET; THENCE NORTH 00°05'16" WEST LEAVING SAID CENTERLINE, 30.00 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SAID NORTH PLEASANT VALLEY ROAD, MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 00°05'16" WEST 291.83 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE NORTH 89°54'44" EAST 186.10 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE SOUTH 00°05'16" EAST 137.00 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE NORTH 89°54'44" EAST 49.56 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843; THENCE SOUTH 00°05'16" EAST 154.82 FEET, TO A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843, SAID POINT ALSO BEING A POINT ON SAID NORTHERLY RIGHT OF WAY OF A 1/2" REBAR WITH PLASTIC CAP MARKED PLS 843 SAID NORTH PLEASANT VALLEY ROAD; THENCE SOUTH 89°54'44" WEST ALONG SAID NORTHERLY RIGHT OF WAY, 235.66 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 16: (Part Field 21)
TOWNSHIP 7 SOUTH, RANGE 30 E.B.M., POWER COUNTY, IDAHO
SECTION 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, MARKED WITH A 5/8" REBAR AND ALUMINUM CAP STAMPED PLS 843; THENCE SOUTH 00°03'05" EAST, ALONG THE WEST LINE OF SAID SECTION, 1320.22 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°53'54" EAST, LEAVING SAID WEST LINE, 660.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°03'05" EAST, 330.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°53'54" WEST, 660.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00°03'05" WEST, ALONG SAID WEST LINE, 330.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 17: (Warehouse)
A TRACT OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF BLOCK 16, RECLAMATION ADDITION TO THE CITY OF AMERICAN FALLS SHOWN ON THE MAP THEREOF IN THE POWER COUNTY RECORDER'S OFFICE; THENCE NORTH 68°16'48" WEST, 100.00 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF OREGON TRAIL, THE TRUE POINT OF BEGINNING; THENCE NORTH 21°43'12" EAST, ALONG THE SIDE OF SAID OREGON TRAIL, 207.72 FEET; THENCE CONTINUING ALONG SAID OREGON TRAIL, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,787.54 FEET, THROUGH A CENTRAL ANGLE OF 5°00'00" FOR AN ARC LENGTH OF 243.25 FEET TO THE CENTERLINE OF AN EXISTING RAILROAD TRACK; THENCE ALONG THE CENTERLINE OF SAID RAILROAD TRACK, FROM A TANGENT BEARING NORTH 22°23'10" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 763.95 FEET, THROUGH A CENTRAL ANGLE OF 1°36'26" FOR AN ARC LENGTH OF 21.43 FEET, TO A POINT OF REVERSE CURVATURE IN SAID RAILROAD CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 763.95 FEET, THROUGH A CENTRAL ANGLE OF 8°24'22" FOR AN ARC LENGTH OF 112.08 FEET; THENCE SOUTH 21°49'57" WEST, 549.70 FEET; THENCE SOUTH 68°16'48" EAST, 79.82 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 18: (Part Field 17)
NW $\frac{1}{4}$ SECTION 33, TOWNSHIP 6 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 19: (Field 201)
LOT 3, 4, EAST 1/2 OF THE SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

BINGHAM COUNTY LEGAL DESCRIPTIONS:

PARCEL 1: (Field 6)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 21: SW $\frac{1}{4}$
SECTION 27: SE $\frac{1}{4}$, EXCEPT: BEGINNING AT THE NE CORNER OF THE SE $\frac{1}{4}$ OF SECTION 27; THENCE WEST 185 FEET; THENCE SOUTH 185 FEET; THENCE EAST 185 FEET; THENCE NORTH 185 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (Fields 32, 33, 34, 35 & 36)
TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 25: LOTS 1, 2, 3, AND 4; W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$, EXCEPT BEGINNING AT THE SW CORNER OF THE SE $\frac{1}{4}$, THENCE NORTH 350 FEET; THENCE EAST 255 FEET; THENCE SOUTH 350 FEET; THENCE WEST 255 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT BEGINNING AT THE SE CORNER OF SAID SECTION 25, THENCE N. 1°34'15" E. 68.73 FEET TO THE SW CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 31 E.B.M.; THENCE N. 0°59' E. ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 525.00 FEET; THENCE N. 89°01' W. 213.45 FEET; THENCE S. 29°59' W. 187.63 FEET; THENCE S. 34°18'56" W. 529.78 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE N. 89°43'44" E. ALONG SAID SOUTH LINE 594.84 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; AND THAT PORTION OF LOTS 1 AND 2 LYING NORTH AND WEST OF THE ABERDEEN-SPRINGFIELD HIGH LINE CANAL, AND THAT PORTION OF LOTS 1

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AND 2 LYING SOUTH AND EAST OF THE ABERDEEN-SPRINGFIELD HIGH LINE CANAL. EXCEPTING: A PARCEL OF LAND IN THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SECTION 30; THENCE S. 89°33'15" E. ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 773.32 FEET; THENCE S. 00°26'45" W., LEAVING SAID NORTH LINE 23.48 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT ON THE APPARENT CENTERLINE OF GAMBLE ROAD; THENCE S. 88°31'34" E. ALONG SAID CENTERLINE 117.00 FEET; THENCE S. 00°18'01" W. LEAVING SAID CENTERLINE 426.16 FEET; THENCE N. 88°31'34" W. 117.00 FEET; THENCE N. 00°18'01" E. 426.16 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR ROAD RIGHT-OF-WAY 25.00 FEET IN WIDTH, DESCRIBED AS THE NORTH 25 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND.

(Field 46)

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPTING THEREFROM: BEGINNING AT THE SOUTHEAST CORNER OF SAID NE $\frac{1}{4}$ SW $\frac{1}{4}$ AND RUNNING THENCE NORTH 229 FEET TO A CORNER POST, THENCE WEST 286 FEET TO A CORNER POST, THENCE SOUTH 229 FEET TO THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SW $\frac{1}{4}$, THENCE EAST 286 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING: THE EAST 25 FEET OF SAID PARCEL FOR ROAD RIGHT-OF-WAY AS GRANTED BY DEED TO BINGHAM COUNTY, RECORDED APRIL 16, 1914, IN BOOK 25 OF DEEDS, PAGE 173.

(Fields 30 & 31)

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 28: NW $\frac{1}{4}$

(Field 27)

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 2: NE $\frac{1}{4}$

PARCEL 3: (Field 24)

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 27: SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE SE CORNER OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$, AND RUNNING THENCE NORTH 580 FEET, THENCE WEST 320 FEET, THENCE SOUTH 580 FEET, THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

ALSO: SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE SW CORNER OF SAID SECTION 27, AND RUNNING THENCE NORTH 660 FEET, THENCE WEST 300 FEET, THENCE SOUTH 660 FEET, THENCE EAST 300 FEET TO THE POINT OF BEGINNING.

(Field 35)

A TRACT OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SECTION 25; THENCE N. 1°34'15" E. 68.73 FEET TO THE SW CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO; THENCE N. 0°59' E. ALONG THE E. LINE OF SAID SECTION 25, A DISTANCE OF 525.00 FEET; THENCE N. 89°01' W. 213.45 FEET; THENCE S. 29°59' W. 187.63 FEET; THENCE S. 34°18'56" W. 529.78 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE N. 89°43'44" E. ALONG SAID SOUTH LINE 594.84 FEET TO THE POINT OF BEGINNING.

EXCEPT: BEGINNING AT THE SE CORNER OF SAID SECTION 25; THENCE N. 1°38'06" E. ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 68.67 FEET TO THE CORNER COMMON TO SECTIONS 30 AND 31 OF TOWNSHIP 6 SOUTH, RANGE 31 E.B.M.; THENCE N. 1°00'47" E. CONTINUING ALONG SAID EAST SECTION LINE 140.80 FEET; THENCE N. 87°05'45" W. 70.00 FEET; THENCE N. 1°05'15" E. 5.00 FEET; THENCE N. 87°05'45" W. 214.70 FEET; THENCE S. 4°12'48" W. 230.72 FEET; THENCE N. 89°45'30" E. ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 296.69 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (Field 17)

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 28: S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT: ROAD RIGHT-OF-WAY ON THE SOUTH AND WEST SIDES THEREOF.

PARCEL 6: (Field 12)

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 21: SE $\frac{1}{4}$, EXCEPT: A PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT THE SW CORNER OF THE SE $\frac{1}{4}$ OF SAID SECTION 21, THENCE EAST ALONG THE SOUTH SECTION LINE 500.00 FEET; THENCE NORTH PARALLEL TO THE EAST SECTION LINE 408.00 FEET; THENCE WEST PARALLEL TO THE SOUTH SECTION LINE 500.00 FEET; THENCE SOUTH PARALLEL TO THE EAST SECTION LINE 408.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7: (Field 11)

TOWNSHIP 6 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 27: SW $\frac{1}{4}$

PARCEL 9: (Field 25)

TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 16: N $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ LYING WEST OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY RIGHT-OF-WAY.

EXCEPT: A PARCEL OF LAND IN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$, SAID POINT BEARS N. 00°16'14" E. 1342.66 FEET FROM THE SE CORNER OF SAID SECTION 16; THENCE S. 89°43'07" W. ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 228.56 FEET TO A $\frac{1}{4}$ " REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE N. 00°16'14" E., LEAVING SAID SOUTH LINE, 120.06 FEET TO A $\frac{1}{4}$ " REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE LOW LINE CANAL EASEMENT; THENCE N. 57°00'28" E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 273.33 FEET TO A POINT ON THE EAST LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE S. 00°16'14" W. ALONG SAID EAST LINE 267.78 FEET TO THE POINT OF BEGINNING.

WATER RIGHTS:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-7208, Priority Date February 4, 1972, for 7.13 CFS.