

DEV

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): ^{WR}13-945B, ^{WR}13-2264, ^{WR}13-7033, ^{WR}13-2182 ^{OK}

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

AXA Equitable Life Insurance Company

10100 Trinity Parkway Suite 400

Stockton, CA 95219

SUPPORT DATA

IN FILE # 13-945B

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

Bosen Land and Livestock, L.L.C.

5. Expiration Date of Notification Period January 1, 2026

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

7. Signature(s) of Security Interest holder(s)
(and title if applicable)

Neil R. Hamilton
Neil R. Hamilton, Regional Vice President

RECEIVED

AUG 28 2009

Department of Water Resources
Eastern Region

For Office Use Only

Received by BMK
Receipted by BMK
Processed by _____ AJ

Date 8/28/09
Date 8/28/09
Date _____

Fee \$200.00
Receipt No. E035293
WR _____ Date _____

245918 1-18

Recorded at the request of

First American Title

RECORDED AT REQUEST OF:

11:30 a.m. JUL 15 2009 p.m.

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY SUITE 400
STOCKTON, CA 95219

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

295541-PR

Loan F-116345.00

IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

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

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of the 6th day of JULY, 2009 is made between BOSEN LAND & LIVESTOCK, L.L.C., whose state of incorporation/organization is Idaho and whose chief executive office or principal residence is 2545 W. 2400 N., Preston, ID 83263, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of FOUR MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,800,000.00) with interest, all as set forth in Mortgagor's certain Promissory Note ("Note") of even date herewith maturing JANUARY 1, 2025.

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

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate

Initials DSB

throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

- III. Certificates numbered 2428 representing 250 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2472 representing 173 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2353 representing 20 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2380 representing 25 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 1719 representing 236 shares of the capital stock of Preston, Riverdale and Mink Creek Canal Company Widner Tract and the water rights represented thereby will be retain by Lender company.

(If no entries, this granting clause is inapplicable).

- IV. All water rights represented by Permit or License No. 13-945B, 13-2264, 13-7033 and 13-2182 issued by the Idaho Department of Water Resources. (If no entries, this granting clause is inapplicable).
- V. All water rights represented by Claim No. n/a filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. n/a (If no entries, this granting clause is inapplicable).

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

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind

and nature whatsoever, including, without limitation, all (a) goods, including without limitation, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

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

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

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; and (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (i) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the federal Bankruptcy Code as now or hereafter in effect, or any successor thereto, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD. The following schedules are annexed hereto and made a part hereof: Exhibit "A" Legal Description, Exhibit "B" Personal Property.

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

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

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by the Mortgagee, including but not limited to attorney's fees, due to

the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning its operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

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

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor and Mortgagee, and, cumulative of all other rights of Mortgagee Hereunder, Mortgagee shall have all rights conferred upon secured parties by the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee, and agrees, if requested by Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Mortgagee. On

demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of the Collateral in accordance with Mortgagee's rights and remedies in respect of the Real Estate pursuant to the provisions of this Mortgage in lieu of proceeding under the UCC. Mortgagor hereby warrants, represents and covenants that (a) the Collateral will be kept on or at the Real Estate described herein and Mortgagor will not remove the Collateral from the Real Estate without the prior written consent of Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

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

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

ELEVENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that either:

(a) The Property does not contain and will not be cultivated to grow any variety of perennial crops, or plants, vines, trees, nuts and/or fruit that produce crops in more than one crop year (hereinafter "Permanent Plantings") that is or may be subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act

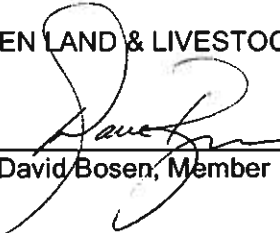
or similar laws or subject to license from the holder of any such intellectual property rights (all of the foregoing being hereinafter referred to as "IP Rights"); or

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

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

In presence of:

BOSEN LAND & LIVESTOCK, L.L.C.

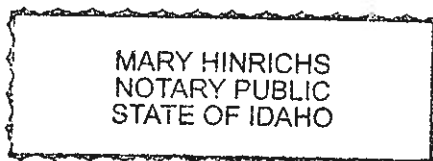
By: 
David Bosen, Member

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Franklin ^{SS.}

On this 10th day of July, 2009, before me, a Notary Public in and for said State, personally appeared David Bosen, known or identified to me, (or proved to me on the oath of _____) to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Mary Hinrichs
Notary Public State of Idaho
Residing at: Preston, Idaho
Commission Expires: 6/16/2014

Exhibit "A"**Legal Description**

Real property in the County of Franklin, State of Idaho, described as follows:

PARCEL 1 (West)

TOWNSHIP 14 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO

Section 30: LOT FOUR (4). (1153.00)

Section 31: E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 1 and 2.

EXCEPTING THEREFROM: Beginning at the Southwest corner of LOT TWO (2), and running thence North 65 rods; thence Southeasterly 82 rods, more or less, to a point on the South line of said LOT TWO (2), said point being 50 rods East of the point of beginning, thence West 50 rods to the point of beginning.

ALSO INCLUDING: Commencing at the Southwest corner of Section 31, and running thence North 57.78 rods; thence East to the East line of LOT Four (4), thence South 57.78 rods; thence West to the place of beginning, (1157.00)

TOWNSHIP 15 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN FRANKLIN COUNTY, IDAHO

Section 6: LOT TWO (2), THREE (3), FOUR (4), and FIVE (5), SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ (1671.00)

Section 6: LOTS SIX (6), and SEVEN (7), and the E $\frac{1}{2}$ SW $\frac{1}{4}$ (1672.00)
ALSO, SE $\frac{1}{4}$

EXCEPTING THEREFROM: A parcel of land located in the Southeast quarter of Section 6, Township 15 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 6 from which the Southeast corner of Section 6 bears South 00°02'25" East 2662.87 feet;
Thence South 00°02'25" East 339.84 feet along the east line of said Section 6;
Thence North 89°03'39" West 20.49 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735", set on the westerly right of way line of 2400 West;
Thence North 89°03'39" West 845.81 feet to a 5/8" rebar with cap set on a fence line;
Thence North 04°49'50" East 310.51 feet along said fence line to a 5/8" rebar with cap set on the southerly right of way line of Little Mountain Road;

initials DSB

Thence North 04°49'50" East 30.07 feet to the north line of the southeast quarter of said Section 6;

Thence South 89°03'39" East 837.38 feet along said north line to the True Point of Beginning.

ALSO EXCEPTING: A parcel of land located in Section 6, Township 15 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 6 from which the Southeast corner of Section 6 bears South 00°03'28" East 2654.21 feet;

Thence South 00°03'28" East 331.17 feet along the East line of said Section 6 to the Southeast corner of that parcel of land owned by The Price Family Trust as recorded under Record of Survey instrument number 234608 in the official records of Franklin County, the True Point of Beginning; thence South 00°03'28" East 2323.04 feet along said East line of Section 6 to the Southeast corner of said Section 6; thence North 89°28'41" West 510.37 feet along the South line of said Section 6; thence North 01°16'37" West 23.69 feet to a 5/8" rebar with cap labeled A.A. Hudson, PLS 4735 set on the North right of way line of a County Road, thence North 01°16'37" West 1308.82 feet along a fence line to a 5/8" rebar with cap; thence North 11°55'57" West 368.18 feet along said fence line to a 5/8" rebar with cap; thence North 31°39'57" West 512.25 feet along said fence line to a 5/8" rebar with cap; thence North 04°49'50" East 204.91 feet along said fence line to a found 5/8" rebar with cap set on the Southwest corner of said Price parcel; thence South 89°03'39" East 845.81 feet along the South line of said Price parcel to a found 5/8" rebar with cap labeled, PLS 4735, set on the West right of way line of 2400 West Street; thence South 89°03'39" East 19.78 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM easements for roads, irrigating ditches and the following described right of way: Commencing at the Southeast corner of Section 6, and running thence North 160 rods; thence West 3 rods; thence South 160 rods; thence East 3 rods to the place of beginning (1673.00)

ALSO INCLUDING; A parcel of land located in Section 6, Township 15 South, Range 39 East Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 6 from which the Northeast corner of Section 6 bears North 00°03'28" East 2698.00 feet;

Thence North 88°57'54" West 834.25 feet along the latitudinal centerline of said Section 6 to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735" the True Point of Beginning; thence North 88°57'54" West 488.44 feet along said center line to a 5/8" rebar with cap set on the Southwest corner of the Southeast quarter of the Northeast quarter; thence North 00°02'33" West 1978.93 feet along the West line of the East half of said Northeast quarter to a 5/8" rebar with cap set on a fence line; thence South 22°43'38" East 608.82 feet along said fence line to a 5/8" rebar with cap; thence South 36°50'33" East 44.13 feet along said fence line to a 5/8" rebar with cap; thence South 45°04'37" East 78.92 feet along said fence line to a 5/8" rebar with cap; thence South 30°05'50" East 25.98 feet along said fence line to a 5/8" rebar with cap, thence South 19°21'00" East 96.57 feet along said fence line to a 5/8" rebar with cap; thence South 16°31'07" East 612.55 feet along said fence line to a 5/8" rebar with cap; thence South 12°49'31" East 41.65 feet along said fence line to a 5/8" rebar with cap; thence South 05°24'17" West 596.34 feet along said fence line to the True Point of Beginning (1670.01)

Section 7 Commencing at the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7, and running thence West 110 rods; thence South 40 rods; thence East 110 rods; thence North 40 rods to the place of beginning.

ALSO, Commencing at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7, running thence South 288 feet, thence East 47 $\frac{1}{2}$ rods; thence North 288 feet; thence West 47 $\frac{1}{2}$ rods to the place of beginning. (1676.00)

ALSO,

Section 7: LOTS 1, 2, 3 and 4; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$.

ALSO, beginning at the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence South 80 rods; thence East 160 rods; thence North 35 rods; thence West 110 rods; thence North 45 rods; thence West 50 rods to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

Beginning at a point 20 rods West of the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, thence North 262 $\frac{2}{3}$ rods, thence West 6 rods, thence South 262 $\frac{2}{3}$ rods, thence East 6 rods to the point of beginning.

ALSO EXCEPT: All that land situated and lying East of the East line of the County Road running North and South through the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7.

2. ALSO EXCEPT Commencing at the West line of the County Road; where the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ intersects the County Road, and running thence West 360 feet, 11 inches, thence South 690 feet, thence East 360 feet, 11 inches, more or less, to the West line of the County road, thence Northwesterly 690 feet, more or less, to the point of beginning.

ALSO EXCEPT: Commencing at the West Quarter corner of Section 7, and running thence South 700 feet; thence East 1530 feet; thence North 27° 00' East 600 feet; thence North 36° 56' 36" West 2083 75 feet; thence West 550 feet; thence South 1500 feet to the place of beginning (1677.00)

ALSO INCLUDING: A parcel of land located in the Northeast quarter of Section 7, and the Northwest corner of Section 8, Township 15 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 8 from which the West quarter corner of Section 8 bears South 00° 12' 05" East 2623.26 feet;

Thence South 00° 12' 05" East 1272.17 feet along the west line of said Section 8 to a fence line;

Thence North 86° 07' 45" East 147.91 feet along said fence line to the centerline of 2400 West, the True Point of Beginning;

Thence South 07° 00' 06" East 753.06 feet along said centerline to the centerline of a county road;

Thence South 81° 30' 20" West 389.99 feet along said center line;

Thence North 05° 32' 36" West 30.04 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735", set on the northerly right of way line of said county road;

Thence North 05° 32' 36" West 753.66 feet along a fence line to a 5/8" rebar with cap set at a fence corner;

Thence North 86° 07' 45" East 340.42 feet along said fence line to a 5/8" rebar with cap set on the westerly right of way line of 2400 West;

Thence North 86° 07' 45" East 30.04 feet to the True Point of Beginning (1675.01 & 1679.02)

ALSO INCLUDING A parcel of land located in Section 7 and 8, Township 15 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 7 from which the East quarter corner of Section 7 bears South 00° 12' 05" East 2623.26 feet; thence South 06° 52' 07" East 1271.30 feet along the centerline of 2400 West Street to the Northeast corner of that parcel of land owned by David Bosen as recorded under Record of Survey instrument number 234650 in the official records of Franklin County, thence South 86° 07' 45" West 30.04 feet to a found 5/8" rebar with cap labeled, PLS 4735, set on the Westerly right of way line of said 2400 West Street; thence South 86° 07' 45" West 340.42 feet along a fence line to a found 5/8" rebar with cap labeled, PLS 4735, set at the Northwest corner of said Bosen Parcel; thence South 05° 32' 36" East 24.56 feet to the South line of the Northeast quarter of the Northeast quarter of said Section 7; thence West 1100.19 feet along said South line to the Southwest corner of said Northeast quarter of the Northeast quarter; thence North 00° 12' 05" West 1037.16 feet along the West line of said Northeast quarter of the Northeast quarter to the South line of that parcel of land owned by Bosen Land and Livestock as recorded under instrument number 228038 in the official records of Franklin County, thence South 89° 30' 37" East 777.15 feet along said South line to the Southeast corner of said Bosen parcel, thence North 00° 29' 23" East 249.36 feet along the East line of said Bosen parcel to a 5/8" rebar with cap labeled "A.A. Hudson PLS," set on the South right of way line of a County Road; thence North 00° 20' 23" East 36.67 feet to the North line of said Section 7; thence South 89° 28' 41" East 539.50 feet along said North line to the True Point of Beginning (1675.00)

Section 17: Beginning 25.5 rods South of the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence South 116.5 rods, more or less, to the right of way of the West Cache Canal, thence East 27 rods, thence North 91 rods, thence Northwest to the point of beginning (1813.00)

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{4}$ NE $\frac{1}{4}$; LOT ONE (1).

ALSO, beginning at a point 560 feet East of the Southeast corner of LOT ONE (1), thence East 760 feet to the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section; thence South 490 feet; thence Northwesterly to the place of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of LOT ONE (1) of said Section 18; thence East 560 feet; thence Northwesterly to a point on the South line of the County road 350 feet from the point of beginning, thence Southwesterly along the South line of the County road to the place of beginning.

ALSO EXCEPTING: Beginning at a point 490 feet South of the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, thence Southeasterly to a point 268 feet West of the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence West 1052 feet to the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 830 feet to the place of beginning.

ALSO EXCEPTING A parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows: Commencing at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and running thence South 456 feet; thence North 78° 45' West 398.53 feet, thence North 15° 15' 01" West 392.06 feet; thence East 494 feet to the place of beginning. (1820.00 & 3337.00)

PARCEL 2 (East)

Parcel A:

TOWNSHIP 15 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.

SECTION 10: N $\frac{1}{2}$ NW $\frac{1}{4}$.

ALSO, Beginning at the Northwest corner of the S $\frac{1}{2}$ NE $\frac{1}{4}$; thence East 80 rods; thence South 38 rods; thence West 80 rods; thence North 38 rods to the POINT OF BEGINNING.

ALSO, Commencing at the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 1 rod; thence East 1 rod; thence South 1 rod; thence West 1 rod to POINT OF BEGINNING.

ALSO, Beginning at a point 72 rods North of the Southwest corner of NW $\frac{1}{4}$, thence East 20 rods; thence North 8 rods; thence West 20 rods; thence South 8 rods to the POINT OF BEGINNING.

ALSO, Commencing at a point 58 rods North of the Southwest corner of the South Half of the Northwest Quarter of Section 10, and running thence East 80 rods; thence North 22 rods; thence West 60 rods; thence South 8 rods; thence West 20 rods; thence South 14 rods to the place of beginning.

ALSO, Commencing at the Southwest corner of the Northwest Quarter of Section 10, and running thence North 58 rods; thence East 80 rods; thence North 22 rods; thence East 80 rods; thence South 80 rods; thence West 160 rods to the place of beginning.

EXCEPTING THEREFROM: Commencing at the Southwest corner of the Northwest Quarter of Section 10, and running thence North 203 feet; thence East 1240 feet, more or less, to an established ditch right of way; thence South 203 feet; thence West 1240 feet, more or less, to the POINT OF BEGINNING. (1706.00, 1711.00 & 1712.00)

Parcel B:

TOWNSHIP 15 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.

SECTION 2: Commencing at a point 5 rods North of the Southwest corner of Section 2, and running thence North 75 rods; thence East 61 rods; thence Southwesterly 98½ rods; more or less, along the County Road to the place of beginning.

ALSO, Commencing 20 rods South of the Northeast corner of the SE¼ of Section 2, thence West 222 rods, thence North 20 rods to the County Road right of way, thence Southwesterly following County Road right of way to an established fence line as described in Warranty Deed recorded 8/20/85 as Instrument No. 170080, this being the TRUE POINT OF BEGINNING, thence Southwesterly following the established fence line to the West line of NW¼SW¼, thence South to the Southwest corner of said NW¼SW¼, thence East 61 rods, more or less, to the West line of the County Road right of way, thence Northerly along the County Road right of way to the POINT OF BEGINNING. (1636.00)

SECTION 3: S½

EXCEPTING THEREFROM:

TOWNSHIP 15 South, Range 39 East of the Boise Meridian.

Sections 2 and 3: Commencing at the Southwest corner of Section 3, and running thence North 160 rods; thence East 420 rods, more or less, to the West boundary line of the Radia C. Bell property line; thence South 130 feet, more or less, to the County Road right of way; thence Westerly following the County Road right of way 560 feet, more or less, to an established fence line; thence Westerly following the fence line to a point 580 feet, more or less, East of the place of beginning; thence West 580 feet, more or less, to the place of beginning. (1642.00)

Section 10: N½NE¼

EXCEPTING THEREFROM, Commencing at the Southwest corner of the NW¼NE¼ of Section 10, and running thence North 1 rod; thence East 1 rod; thence South 1 rod; thence West 1 rod to the place of beginning (1706.00)

TOWNSHIP 13 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.

SECTION 31: SE¼. (441.00)

PARCEL 3 (Ballif Property)

TOWNSHIP 14 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO.

SECTION 19; SE¼SE¼. (1081.00)

SECTION 20: S½SW¼.

EXCEPTING THEREFROM (Tyler Johnson): Commencing at a point 322 feet East of the Northwest corner of the SE¼SW¼ of Section 20, and running thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the Point of Beginning.

ALSO EXCEPT (Darin Griffeth): Commencing: at the Northwest corner of the SE¼SW¼ of Section 20, and running thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the Point of Beginning.

ALSO EXCEPT (Tyler Johnson) Commencing at a point 265.5 feet East of the Northwest corner of the SE¼SW¼ of Section 20, thence South 209 feet; thence East 56.5 feet; thence North 209 feet; thence West 56.5 feet to the True Point of Beginning.

ALSO EXCEPT (Darin Griffeth): Commencing at a point 265.5 feet East of the Northwest corner of the SE¼SW¼ of Section 20; thence South 209 feet; thence West 56.5 feet; thence North 209 feet; thence East 56.5 feet to the True Point of Beginning. (1082.00)

SECTION 29: N½NW¼; ALSO, Commencing at the Northwest corner of the S½NW¼, running thence South 850 feet, and running thence in an Easterly direction following the brow of the hollow to a point 115 rods East and 403.5 feet North of the Southwest corner of the NW¼ of Section 29, thence South 403.5 feet, thence East 45 rods, thence North 80 rods; thence West 160 rods to the Place of Beginning.

EXCEPT (Jason Bunderson): Commencing at a point 115 rods East and 403.5 feet North of the Southwest corner of the Northwest Quarter, thence South 403.5 feet; thence East 45 rods; thence North 403.5 feet; thence West 45 rods to the Place of Beginning (1140.00 & 1149.00)

SECTION 30: NE¼NE¼. (1152.00)

PARCEL "B"

Lot 1 Fox Hollow Subdivision located in the SW¼, Section 33, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33 and thence North 89°21'03" East 1239.05 feet; thence South 00° 17' 36" East 30.00 feet to a point on the South right-of-way line of a county road; thence North 89° 21' 03" East along said right-of-way 853.81 feet to the True Point of Beginning; thence North 89° 21'03" East 591.47 feet to the West right-of-way line of U.S. Highway 91; thence Southerly along the West right-of-way line of U S Highway 91 in the following two courses (1) South 13°09'01" West 526.84 feet; (2) South 17°58'04" West 242.20 feet; thence South 89°21'03" West 530.39 feet; thence North 00°17'36" West 476.98 feet; thence North 89°21'03" East 137.25 feet; thence North 00°17'36" West 264.00 feet to the South right-of-way line of a County road and the point of beginning.
(1173.04)

Parcel 1 (HDM LLC)

Part of Fox Hollow Subdivision located in the SW¼ Section 33, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho described as:

Beginning at a point that is North 89°21'03" East 1239.05 feet along the North line of the SW¼ and South 0°17'36" East 1739.22 feet and North 89°21'02" East 33.00 feet to the True Point of Beginning from the West ¼ Corner of Section 33 and running thence South 02°02'41" East 873.81 feet to the South line of Section 33; thence North 89°46'12" East 658.18 feet to the westerly right-of-way of Highway 91; thence along said right-of-way the following three (3) courses (1) North 10°00'57" East 355.34 feet to a point of curve; (2) thence along said curve to the right 405.87 feet (Curve Data: Delta=7°57'03", Radius = 2924.79 feet, Chord Bearing North 13°59'32" East 405.54 feet); (3) thence North 17°58'04" East 1166.03 feet; thence South 89°21'03" West 1186.95 feet; thence South 0°17'36" East 968.24 feet; thence South 89°21'02" West 27.00 feet to the point of beginning.
(1173.03)

Together with a right-of-way and easement over and across the below-described 60-foot wide strip of land, over a portion of which runs an existing roadway, for ingress and egress to the above described real property, and also a right-of-way and easement to install, operate, maintain, and replace an underground sprinkler system mainline, under the below described 60-foot strip of land:

Beginning at a point on the South line of a county road that is North 89°21'03" East 1239.05 feet along the North line of the SW¼ and South 0°17'36" East 30.00 feet to the South line of a County road and the True Point of Beginning from the West Quarter corner and running thence South 0°17'36" East 1709.22 feet; thence North 89°21'02" East 60.00 feet; thence North 0°17'36" West 1709.22 feet; thence South 89°21'03" West 60.00 feet to the point of beginning.

Parcel 2

Part of the NE¼SE¼ of Section 32 and the NW¼SW¼, Section 33, Township 14 South, Range 39 East of the Boise Meridian, Franklin County, Idaho described as follows:

Beginning at a point that is South 00°07'27" East 600.03 feet along the West section line from the West ¼ corner of said Section 33 the True Point of Beginning and running thence North 89°54'59" East 380.89 feet; thence North 05°29'19" East 607.25 feet; thence North 89°21'03" East 798.76 feet; thence South 00°17'36" East 1679.22 feet; thence South 89°30'42" West 625.28 feet; thence North 83°19'12" West 354.95 feet; thence South 64° 59' 29" West 132.30 feet; thence North 43°14'13" West 348.51 feet; thence North 05°24'31" East 177.38 feet; thence North 44°46'28" West 291.05 feet; thence North 04°06'43" West 249.70 feet; thence North 26°01'54" East 183.14 feet; thence North 80°57'15" East 218.68 feet to the Point of Beginning.
(1179.01 & 1168.02)

Exhibit "B"**Personal Property**

Certificates numbered 2428 representing 250 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2472 representing 173 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2353 representing 20 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 2380 representing 25 shares of the capital stock of Twin Lakes Canal Company and the water rights represented thereby; certificates numbered 1719 representing 236 shares of the capital stock of Preston, Riverdale and Mink Creek Canal Company Widner Tract and the water rights represented.

All water rights represented by Permit or License Nos. 13-945B, 13-2264, 13-7033 and 13-2182 issued by the Idaho Department of Water Resources.