

11-10
PLEASANT VALLEY
FARM

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
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WR 35-2448B OK
WR 35-2833B OK
WR 35-7226 OK
WR 35-7597A OK
WR 35-7974 OK
WR 35-7975 OK
WR 35-7600 OK
WR 35-2584 OK

35-8345WR OK
35-12704WR OK
35-7165WR OK
35-7641WR OK
35-2723WR OK
35-7128WR OK
35-7130WR OK

SUPPORT DATA

IN FILE # 35-2448B

RECEIVED

NOV 03 2008

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

WINNING BROOK CORP % RODNEY H. MOORE
P.O. Box 53

NAMPA, IDAHO 83653-0053

4. New Owner/Claimant(s)

MIDNIGHT SUN, INC. IV

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

c/o CHARLES W. BRYAN, V.P.
P.O. Box 53

New Mailing Address

City, State and ZIP Code

NAMPA, ID 83653-0053

New Telephone Number

(208) 466-0419

Email: charles.bryan@ubs.com

5. Date you acquired the property

JUNE 30, 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

*[Signature]**Vice President*

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by *BMK*
 Receipted by *BMK*
 Processed by _____ AJ

Date *11/3/08*
 Date _____
 Date _____

Receipt Amt. *375⁰⁰*
 Receipt No. *E034569*
 WR _____ Date _____

AERIAL PHOTOGRAPH

Farm Unit I
Section 13 NE 1/4, N 1/2 SE 1/4

Subject Property - Unit I

35-7597A
35-7974
35-7975

1
227.4

Farm 2580
Tract 152

0.1 0 0.1 0.2 0.3 0.4 Miles



Map Printed Oct 22, 2004

Farm Unit 1
Section 13: S½SE¼
Section 24: NE¼

Subject Property - Unit 1

35-7597A
35-7974
35-7975

1
37.5

2
35.9

3
72.8

4
75.6



S24 T6S R29E
Tract# 2065

0.08 0 0.08 0.16 0.24 0.32 Miles



Map Printed Nov 1, 2005

Farm Unit 1
Section 24: SW¼
Section 25: N½N½

Subject Property - Unit 1

35-7600

1
150.5

2
140.1

PD

Farm 2580
Tract 2794

0.1 0 0.1 0.2 0.3 0.4 Miles

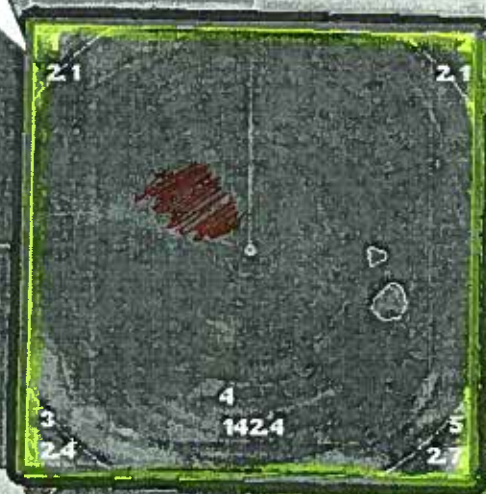


Map Printed Oct 27, 2004

Farm Unit 2
Section 32: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Subject Property - Unit 2

35-2448B
35-2833B
35-7226
35-7641
~~35-7641~~



N

Farm 2580
Tract 176

0.1 0 0.1 0.2 0.3 0.4 Miles



Map Printed - Oct 23, 2014

Farm Unit 2
Section 31: SE¼
Section 32: W½SW¼

Subject Property - Unit 2



35-2448B
35-2833A
35-7226
35-7641



Farm 2530
Tract 2630

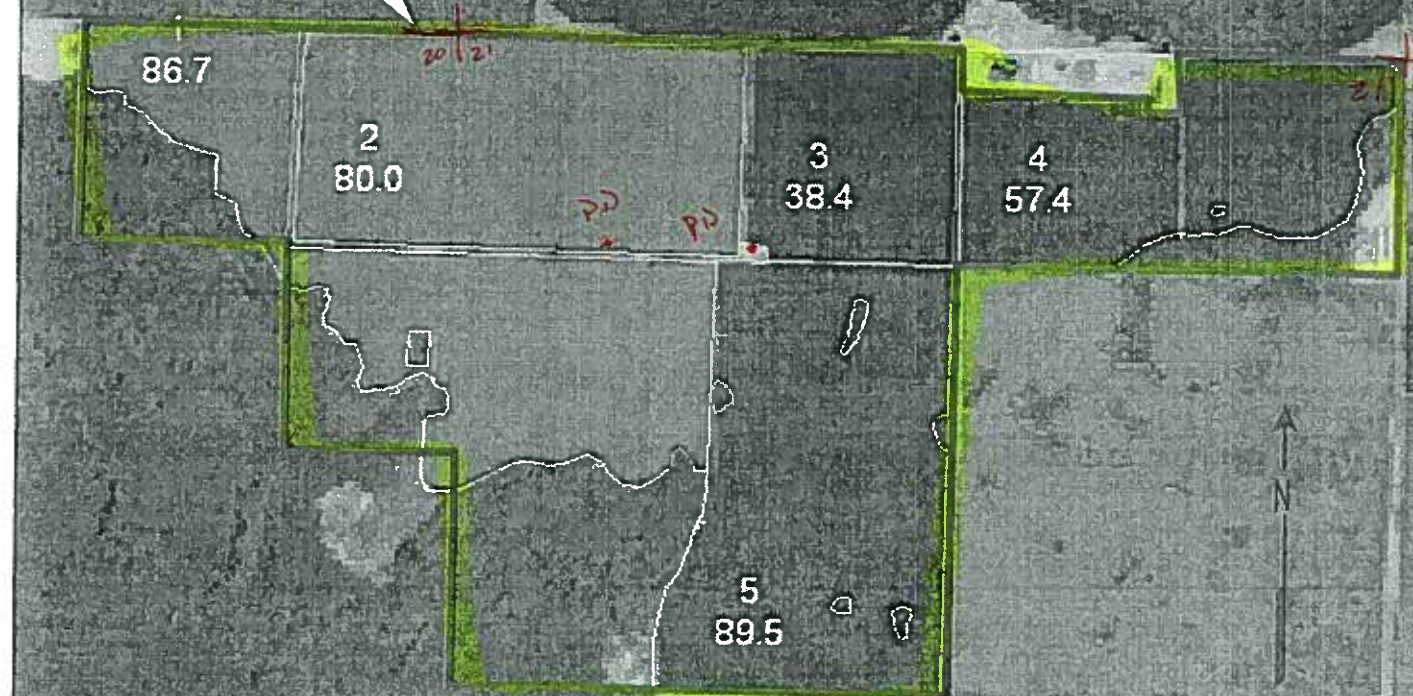
0 0.1 0.2 0.3 0.4 Miles



Map Printed Oct 27, 2004

Farm Unit 3
Section 20: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 21: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$
Except Taxes 32 - 37

Subject Property - Unit 3



35-12704
35-2584
35-8345



UNITED STATES DEPARTMENT OF
AGRICULTURE

Farm Service Agency
Power County, Idaho

May 15, 2006

TRACT 60



Digital Orthophotography
Not to Scale

Farm Unit 3
Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 28: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Subject Property - Unit 3

1
151.1

35-2723



S 18,21 T7S R29E
Tract# 63

0.08 0 0.08 0.16 0.24 0.32 Miles



Map Printed: Nov 1, 2005



USDA UNITED STATES DEPARTMENT OF
AGRICULTURE
Farm Service Agency
Power County, Idaho

TRACT 2682

May 15, 2018

Digital Orthophotography
Not to Scale

Farm Unit 3
Section 15: SW ¼ Except Tax 15

Subject Property - Unit 3

1
76.7

2
73.4

35-7128
35-7130



S15 T7S R29E
Tract# 2683

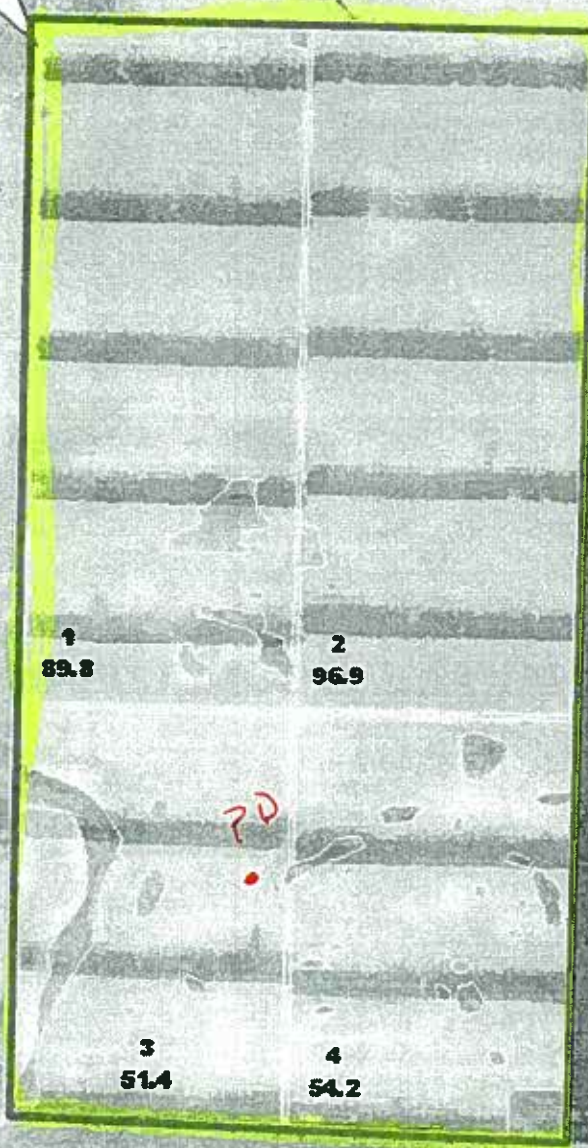
0.05 0 0.05 0.1 0.15 0.2 Miles



Map Printed Nov 1, 2005

Subject Property - Unit 3

Farm Unit 3
Section 32: W½



S32 T7S R29E
Tract= 3508

0.08 0 0.08 0.16 0.24 0.32 Miles



Map Printed Nov 1, 2005

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF MIDNIGHT SUN, INC. IV, A DELAWARE CORPORATION
IN LIEU OF SPECIAL MEETING**

The undersigned, being all the Directors of Midnight Sun, Inc. IV, a Delaware Corporation ("Company") unanimously consent to and take the following actions without a meeting:

RESOLVED: That the following persons be, and they hereby are, elected to the indicated offices of the Corporation to serve until a successor officer is appointed:

James B. McCandless	President, Treasurer
R. Brian Webb	Senior Vice President
George E. Schwab	Senior Vice President
Kim E. Morgan	Vice President
Michael P. Septer	Vice President
J. Scott Haffner	Vice President
Charles W. Bryan, Jr.	Vice President
Rose Marie Beaulieu	Secretary
Elaina Forsell	Controller

RESOLVED: That the President, Treasurer, and Senior Vice President acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation provided a separate vote authorizes the specific transaction:

Real Estate Purchase Agreements
Real Estate Sale Listing Agreements
Real Estate Sale Agreements

RESOLVED: That all of the above named officers acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation, without further authorization:

Farm Lease and Security Agreements
Farm Management Service Agreements
Uniform Commercial Code Forms
U.S. Department of Agriculture Documents
U.S. Farm Services Agency including FSA-211, Power of Attorney
Commodity Credit Corporation Documents
Oil and Gas Leases, Geothermal Leases, and Mineral Leases
Federal, State, and Private Irrigation District Documents
Federal Bureau of Reclamation Documents


James B. McCandless, Director


George E. Schwab, Director


R. Brian Webb, Director

9-22-08
Date

9/18/08
Date

9/19/08
Date

(WBC#48)

WHEN RECORDED MAIL TO:

Keren Baki

First American Title Insurance Company

National Commercial Services

111 N. Orange Ave., Suite 1285

Orlando, FL 32801

Instrument # 194265

POWER COUNTY, IDAHO

2008-07-02

02:12:10 No. of Pages: 10

Recorded for : FIRST AMERICAN TITLE

CHRISTINE STEINLICHT

Fee: \$0.00

Ex-Officio Recorder Deputy

Scantlerup

THIS DEED is made and entered into this the 30th day of June, 2008, by and between **WINDING BROOK CORPORATION**, a Massachusetts corporation ("Grantor") whose address is c/o Prudential Investment Management, Inc., 801 Warrenville Road, Suite 150, Lisle, Illinois 60532-1357 and **MIDNIGHT SUN, INC. IV**, a Delaware corporation ("Grantee") whose address is c/o UBS AgriVest LLC, 242 Trumbull Street, Hartford, CT 06103-1212. The words "Grantor" and "Grantee" shall include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents:

A. **Real Property:** Grantor does hereby grant, bargain, sell, transfer, convey and confirm unto the Grantee, its heirs and assigns forever, the real estate, together with all structures, fixtures and other improvements owned by Grantor and affixed thereon together with all water rights, wells and well permits applicable or related thereto, and all quotas, crop bases, allotments and similar rights relating to the property situated and being in the County of Power, State of Idaho, described more particularly on Exhibit "A" annexed hereto and incorporated herein by this reference, but excluding the Mineral Interests, as defined below (collectively, the "Real Property"); and

B. **Mineral Interests:** Grantor does hereby remise, release and forever quit-claim unto Grantee and its successors and assigns, without warranty all right, title, interest, claim and demand of Grantor, if any, in and to all subsurface rights as to the land described in Exhibit "A" hereto, including, without limitation, all mineral, gas, oil and geothermal rights owned by Grantor (collectively, the "Mineral Interests").

The foregoing conveyances of the Real Property and the Mineral Interests (collectively, the "Property") are subject to setbacks and zoning regulations, rules, regulations and laws affecting and governing the Property, any state of facts which an accurate survey might disclose, reservations, rights of way, easements, and other matters of record in the Office of the Clerk and Recorder for Power County, Idaho and those matters set forth on Exhibit "B", attached hereto and made a part hereof (collectively, the foregoing matters to which this conveyance is subject including those set forth on Exhibit "B", attached hereto are referred to as the "Permitted Encumbrances"). All crop

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bases and/or payment acres associated with the Real Property will be conveyed by Grantor to Grantee.

TO HAVE AND TO HOLD the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor either in law or in equity or both, to the proper use, benefit, and behoof of Grantee and Grantee's successors and assigns in fee simple forever.

AND THE GRANTOR, does hereby covenant and warrant to Grantee and Grantee's successors and assigns that the Real Property is free and clear of and from any encumbrances made or suffered by Grantor except the Permitted Encumbrances and that subject to the Permitted Encumbrances, Grantor will warrant and defend the title to the Real Property unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming by, and through or under Grantor, but against no others.

[Execution and notarization pages follow]

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its authorized representative as of the day and year first above written.
Dated:

Signed, sealed and delivered in the presence of the following two witnesses:

Jennifer Slone Tobin

Signed name of witness one

Jennifer Slone Tobin

Printed name of witness one

James F. Tolunston

Signed name of witness two

James F. Tolunston

Printed name of witness two

WINDING BROOK CORPORATION, a
Massachusetts corporation

By:

Charles E. Allison

Signed name

Charles E. Allison, its President

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STATE OF FLORIDA

COUNTY OF ORANGE

Before me a Notary Public in and for said County and State, personally appeared Charles E. Allison the President of Winding Brook Corporation, a Massachusetts corporation acting on behalf of said corporation, who acknowledged that he executed the foregoing instrument on behalf of said corporation. Said person did not take an oath and () is personally known to me or (x) has produced a driver's license issued by the State of Florida, as identification, which is current or has been issued within the past five (5) years and bears a serial or other identifying number.

IN WITNESS WHEREOF, I have affixed my notarial seal this 26th day of June, 2008.

Jennifer Matthews
Signature of Notary Public

Jennifer Matthews
Printed Name of Notary Public

My Commission expires:



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Exhibit "A"

Legal Description

WBC48 / Pleasant Valley

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

Parcel 1:

The Southwest quarter of Section 15, Township 7 South, Range 29, E.B.M., Power County, Idaho.

Except:

Commencing at the Southeast corner of the Southwest quarter of Section 15, Township 7 South, Range 29, E.B.M., thence North along the section line of said quarter a distance of 350 feet to a point; thence West perpendicular to said section line a distance of 400 feet; thence South parallel to the East section line of said quarter a distance of 350 feet to the South section line of the said Section 15; thence East along the South section line a distance of 400 feet, to the point of beginning.

Parcel 2:

The NW 1/4 of Section 15, Township 7 South, Range 29 E.B.M., Power County, Idaho.

Excepting therefrom:

That portion located in the NW 1/4 being the South 300 feet of the West 145 feet of the SW 1/4 NW 1/4 of Section 15.

Parcel 3:

The N 1/2 NE and SE 1/4 NE 1/4, of Section 20, Township 7 South, Range 29 E.B.M., Power County, Idaho.

Parcel 4:

The N 1/2 SW 1/4; N 1/2 NE 1/4, of Section 21, Township 7 South, Range 29, E.B.M., Power County, Idaho, excepting however from the NE 1/4 the following:

A tract of land located in the NE 1/4 of Section 21, Township 7 South, Range 29 E.B.M., described as follows:

Commencing at the North quarter corner of 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 quarter section line; thence North 0°02'09" West, 179.23 feet, to the point of beginning.

Also except:

A tract of land in the NE 1/4 of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho, described as follows:

Commencing at the North quarter 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 the 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.

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Also except:

A tract of land in the NE $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho, described as follows:

Commencing at the North quarter corner of said Section 21; thence North $89^{\circ}58'14''$ East along the North line of said section, 626.00 feet, to the true point of beginning; thence continuing North $89^{\circ}58'14''$ East, along the said North line 438.94 feet; thence South $0^{\circ}01'13''$ East, 160.00 feet; thence South $88^{\circ}53'41''$ West, 438.99 feet; thence North $0^{\circ}01'46''$ West, 168.24 feet to the point of beginning.

Also except:

A tract of land in the NE $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 21; thence South $0^{\circ}00'10''$ East, along the East line of said section, 372.00 feet, to the true point of beginning; thence continuing South $0^{\circ}00'10''$ East, along said east line, 946.69 feet to the North $1/16$ th corner; thence South $89^{\circ}58'07''$ West 398.98 feet; thence North $16^{\circ}28'26''$ East 987.44 feet; thence North $89^{\circ}59'50''$ East, 118.92 feet to the true point of beginning.

Also except:

A tract of land in the NE $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho, described as follows:

Commencing at the North quarter corner of said Section 21; thence North $89^{\circ}58'14''$ East along the North line of said section 1064.94 feet to the true point of beginning; thence continuing North $89^{\circ}58'14''$ East along said north line, 229.60 feet; thence South $0^{\circ}01'13''$ East 387.50 feet; thence South $89^{\circ}58'14''$ West 229.60 feet; thence North $0^{\circ}01'13''$ West, 387.50 feet, to the true point of beginning.

And also excepting:

A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho, described as follows:

Beginning at the NW corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence South $0^{\circ}01'$ West along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 250.00 feet; thence South $89^{\circ}57'$ East, parallel to the North line, 800.00 feet; thence North $0^{\circ}01'$ East, 250.00 feet, to the North line of said section; thence North $89^{\circ}57'$ West, along said North line, 800.00 feet, to the point of beginning.

And also

The NW $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho.

Parcel 5:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 7 South, Range 29 E.B.M., Power County, Idaho.

Parcel 6:

The E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 7 South, Range 29 East of the Boise Meridian, Power County, Idaho.

Parcel 7:

The W $\frac{1}{2}$ of Section 32, Township 7 South, Range 29 E.B.M., Power County, Idaho.

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Parcel 8:

The NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13, Township 6 South, Range 29 E.B.M., Power County, Idaho.

Parcel 9:

The S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13, Township 6 South, Range 29, E.B.M., Power County, Idaho.

And also

The NE $\frac{1}{4}$ of Section 24, Township 6 South, Range 29, E.B.M., Power County, Idaho.

Parcel 10:

The SW $\frac{1}{4}$ of Section 24, Township 6 South, Range 29 E.B.M., Power County, Idaho.

And also

The N $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 25, Township 6 South, Range 29 E.B.M., Power County, Idaho.

Parcel 11:

The SE $\frac{1}{4}$ of Section 31, Township 6 South, Range 30 East, Boise Meridian, Power County, Idaho.

And also

The W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 32, Township 6 South, Range 30 E.B.M., Power County, Idaho.

APN: RPD0477-00 and RPD0476-01 and RPD0488-00 and RPD0490-00 and RPD0494-00 and RPD0526-00 and RPD0538-00 and RPD0075-00 and RPD0107-00 and RPD0078-00 and RPD0108-00 and RPD0105-02 and RPD0143-01 and RPD0146-00 and RPD0147-00

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EXHIBIT "B"
PERMITTED ENCUMBRANCES
WINDING BROOK - PLEASANT VALLEY
(WBC#48)

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
2. 2008 general taxes and subsequent years, not yet due and payable.
3. Levies and assessments of American Falls / Aberdeen Area Ground Water District and any rights or easements thereof.
4. Reservations in United States Patent.
5. Reservations in United States Patent, recorded in Book 25, of Patents, Page 325.
6. Reservations in United States Patent, recorded in Book 25, of Patents, Page 351.
7. Reservations in United States Patent, recorded in Book 25, of Patents, Page 439.
8. Reservations in United States Patent, recorded in Book 25, of Patents, Page 587.
9. Reservations in United States Patent, recorded in Book 49, of Patents, Page 16.
10. Reservations in United States Patent, recorded in Book 49, of Patents, Page 101.
11. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
12. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A, Idaho Code.
13. Easement to Idaho Power Company, recorded July 10, 1967, as Instrument No. 90974, Power County, Idaho.
14. Easement to Idaho Power Company, recorded February 1, 1971, as Instrument No. 96600, Power County, Idaho.
15. Easement to Idaho Power Company, recorded February 11, 1972, as Instrument No. 98578, Power County, Idaho.

16. Easement to Idaho Power Company, recorded December 21, 1972, as Instrument No. 100510, Power County, Idaho.
17. Easement to Idaho Power Company, recorded March 14, 1975, as Instrument No. 105377, Power County, Idaho.
18. Easement to Idaho Power Company, recorded May 19, 1976, as Instrument No. 108290, Power County, Idaho.
19. Easement to Idaho Power Company, recorded September 5, 1978, as Instrument No. 115277, Power County, Idaho.
20. Easement to Idaho Power Company, recorded September 28, 1978, as Instrument No. 115557, Power County, Idaho.
21. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 10, 1979, as Instrument Number 118079, Power County, Idaho.
22. Easement to Power County Highway District, recorded November 7, 1991, as Instrument No. 156063, Power County, Idaho.
23. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 22, 1993, as Instrument Number 160367, Power County, Idaho.
24. Common Well User's Agreement between Cecil Weisenburger and Joanne Weisenburger, husband and wife, and Robert L. Robinson and Valeria Robinson, husband and wife, recorded May 27, 1994, as Instrument Number 161540, Power County, Idaho.
25. Easement to Idaho Power Company, recorded June 22, 1998, as Instrument No. 170327, Power County, Idaho.
26. Right, Title and Interest of the public in and to those portions of the Property falling within the bounds of roads or highways.
27. Lease and Security Agreement dated July 25, 2007, by and between Winding Brook Corporation, as Lessor, and Monty Funk, County Line Farms, as Lessee (unrecorded).
28. Lease and Security Agreement dated July 25, 2007, by and between Winding Brook Corporation, as Lessor, and Brock Driscoll, Driscoll Brothers Partnership, as Lessee (unrecorded).
29. Lease and Security Agreement dated July 25, 2007, by and between Winding Brook Corporation, as Lessor, and Kim & Connie Wahlen, husband and wife, as Lessee (unrecorded).

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30. Lease and Security Agreement dated July 25, 2007, by and between Winding Brook Corporation, as Lessor, and Lance Funk, Lance Funk Farms, as Lessee (unrecorded).