

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.

RECEIVED

MAR 09 2005

 Department of Water Resources
 Southern Region
 RECEIVED

MAR 21 2005

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 division of the existing water right or adjudication claim record will be required.

Water Right No.(s)	Adjudication Claim No.(s)	Split	Water Right No.(s)	Adjudication Claim No. (s)	Split
36-2090A	36-16309 - YOUNG	☒			☐
	36-16310 - MTN. VIEW LAND	☐			☐
		☐			☐
		☐			☐
		☐			☐

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) 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 usually attached to your deed or on file with the county).

OR

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 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 PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Owyhee Ranches, Inc. C/O Steve Young
PO BOX 707 Rupert, ID 83350
4. New Owner/Claimant(s): Mountain View Land Limited Partnership
 New Mailing Address: 719 East, 700 North.
 City, State, Zip Code: Rupert, ID 83350
 New Telephone Number: 208 531-5104
5. Date you acquired the property: Close no later than April 1, 2005

SUPPORT DATA
IN FILE # 36-2090A

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as necessary). If your quantity of water is greater than 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number: <u>37-2090A (Portion per attached Purchase/Sell agreement)</u>		
<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	<u>5.08 cfs / 1056 afa</u>	<u>264 Ac.</u>
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	<u>5.08 cfs / 1056 afa</u>	

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

7. Signature of New Owner(s) or Claimant(s): Mountain View Land By St. Whitelake
(include title, if applicable)

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.

FOR OFFICE USE ONLY		
Received by: <u>ADW</u>	Date: <u>3/22/05</u>	Fee: <u>\$100.00</u>
Received by: <u>ADW</u>	Date: <u>3/22/05</u>	Receipt No: <u>5027485</u>
Processed by: _____ AJ	Date: _____	WR: _____ Date: _____

QUITCLAIM DEED

#18607

For Value Received

474804

**STEVEN D. YOUNG AND MARIA YOUNG, husband and wife AND
ROY M. YOUNG, a married man as his sole and separate property, all
doing business as S & R, INV.**

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

**STEVEN D. YOUNG AND MARIA YOUNG, husband and wife AND
ROY M. YOUNG, a married man as his sole and separate property
whose address is : P.O. BOX 707 RUPERT, ID. 83350**

Hereinafter called the grantee, the following described premises, in **MINIDOKA** County, Idaho to-wit:

**TOWNSHIP 7 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

SECTION 27: E½

**TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

**SECTION 1: That part of the S½S½ of said Section 1, lying South of the Union Pacific Railroad right
of way, SAVE AND EXCEPT the following described tracts:**

Tract No. 1:

**Beginning at the Northwest corner of SW¼SW¼ of said Section 1, which point shall be known
as the TRUE POINT OF BEGINNING;
Thence East for 700 feet;
Thence South for 300 feet;
Thence West for 700 feet;
Thence North for 300 feet to the TRUE POINT OF BEGINNING.**

Tract No. 2:

**Beginning at the quarter corner common to Sections 1 and 12, Township 8 South, Range 25
East of the Boise Meridian, Minidoka County, Idaho; thence along the boundary common to
said Sections 1 and 12, South 89°59' East for 40.0 feet; thence North 1°59' West for 45.00 feet
to the TRUE POINT OF BEGINNING;
Thence continuing North 1°59' West for 510.00 feet;
Thence North 88°00'36.9" East for 199.88 feet;
Thence South 1°59' East for 510.00 feet;
Thence South 88°00'36.9" West for 199.88 feet to the TRUE POINT OF BEGINNING.**

**SECTION 1: That part of the NE¼SW¼ of said Section 1, lying South of the Union Pacific Railroad
right of way,**

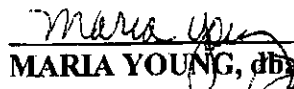
SAVE AND EXCEPT the W½SW¼NE¼SW¼

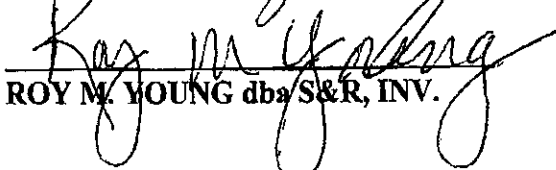
TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: **OCTOBER 13th, 2004**

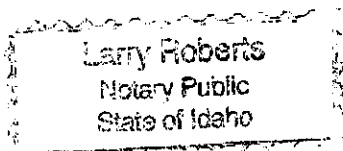

STEVEN D. YOUNG dba S&R, INV.


MARIA YOUNG, dba S&R, INV.


ROY M. YOUNG dba S&R, INV.

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 13th day of **OCTOBER, 2004**, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEVEN D. YOUNG AND MARIA YOUNG, dba S&R, INV.**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

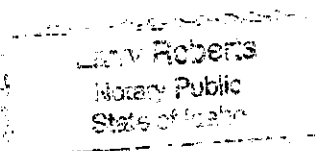


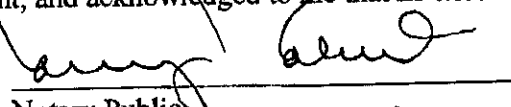

Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

Instrument # 474804
MINIDOKA COUNTY, RUPERT, IDAHO
2004-10-15 09:50:00 No. of Pages: 2
Recorded for: RUPERT LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy 

On this 13th day of **OCTOBER, 2004**, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROY M. YOUNG, dba S&R, INV.**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

WARRANTY DEED

No #

471476

For Value Received

Young and Young of Idaho, Inc., an Idaho corporation

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man as his sole and separate property, all doing business as S&R, Inv.

**Address: P. O. Box 707
Rupert, Idaho 83350**

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 27: E½

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 1: That part of the S½S½ of said Section 1, lying South of the Union Pacific Railroad right of way, SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northwest corner of SW¼SW¼ of said Section 1, which point shall be known as the True Point of Beginning;

Thence East for 700 feet;

Thence South for 300 feet;

Thence West for 700 feet;

Thence North for 300 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the quarter corner common to Sections 1 and 12, Township 8 South, Range 25 East of the Boise Meridian, Minidoka County, Idaho; thence along the boundary common to said Sections 1 and 12, South 89°59' East for 40.0 feet; thence North 1°59' West for 45.00 feet to the True Point of Beginning;

Thence continuing North 1°59' West for 510.00 feet;

Thence North 88°00'36.9" East for 199.88 feet;

Thence South 1°59' East for 510.00 feet;

Thence South 88°00'36.9" West for 199.88 feet to the True Point of Beginning.

Section 1: That part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1, lying South of the Union Pacific Railroad right of way,

SAVE AND EXCEPT the W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

Lot 6 in Block 9 of Sears Addition No. 1 to the City of Minidoka, Minidoka County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 2: A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 180 feet along the East section line of said Section 2;
Thence West 330 feet;
Thence South 180 feet;
Thence East 330 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2001 and subsequent years.

Assessments levied, or to be levied, by Magic Valley Ground Water District.

An Easement for Power Line, dated March 3, 1958 executed by Gerald Morgan and W. H. Shillington, a partnership, to Idaho Power Company, a corporation, recorded October 13, 1958 in Book 36 of Deeds, Page 388, records of Minidoka County, Idaho.

An Easement, dated November 6, 1958, executed by Ira R. Ure and Edna B. Ure, husband and wife, to Robert C. Banning and Ethel M. Banning, husband and wife, recorded February 3, 1959 in Book 36 of Deeds, Page 377, records of Minidoka County, Idaho.

An Easement, dated July 17, 1958 executed by Ira R. Ure and Edna B. Ure, husband and wife, to Idaho Power Company, a corporation, recorded February 12, 1959 in Book 36 of Deeds, Page 393, records of Minidoka County, Idaho.

An Easement dated March 29, 1973 executed by Ross A. Hunsaker and Alvin Keller, co-partners, doing business as H and K Farms, whose wives' names are Doris Hunsaker and Alice Keller, to the City of Minidoka, State of Idaho, a municipal corporation, recorded May 2, 1973 as Document No. 233311, records of Minidoka County, Idaho.

An Idaho Mortgage and Security Agreement to The Mutual Life Insurance Company of New York, a New York, Mortgagee, dated December 1, 1993 and recorded December 2, 1993 as Instrument No. 409858, records

of Minidoka County, Idaho.

A Financing Statement in favor of The Mutual Life Insurance Company of New York, recorded December 2, 1993 as Instrument No. 409859, records of Minidoka County, Idaho.

An Idaho Mortgage to MONY Life Insurance Company dated April 19, 1999 and recorded April 28, 1999 as Instrument No. 441418, records of Minidoka County, Idaho.

A Financing Statement in favor of MONY Life Insurance Company recorded April 28, 1999 as Instrument No. 441419, records of Minidoka County, Idaho.

A Financing Statement in favor of First National Equipment Financing, Inc. recorded May 17, 2001 as Instrument No. 453254, records of Minidoka County, Idaho.

A Memorandum of Lease and Of Option between Mainline Ranches, Inc. and Desert View Farms, Inc., dated June 19, 201 and recorded July 13, 2001 as Instrument No. 454211, records of Minidoka County, Idaho. LESSEE'S ASSIGNMENT OF OPTION TO PURCHASE AND LEASEHOLD INTEREST-REAL ESTATE LEASE to Northwest Farm Credit Services, FLCA, dated August 15, 2003 and recorded August 22, 2003 as Instrument No. 467680, records of Minidoka County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 22, 2004

YOUNG AND YOUNG OF IDAHO, INC.

By: Steven D. Young

Steven D. Young, President

ATTEST

David J. Young - Sec.

David J. Young, Secretary/Treasurer

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

Instrument # 471476

MINIDOKA COUNTY, RUPERT, IDAHO
2004-03-29 02:24:33 No. of Pages: 3
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy Li

On this 22 day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven D. Young and David J. Young, known or identified to me to be the President and Secretary/Treasurer of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

SUSAN M. KECK
NOTARY PUBLIC
STATE OF IDAHO

Susan Urbeck
Notary Public
Residing at: Almo, ID

My Commission expires: 9-08-2009

WARRANTY DEED

#38524MC

470707

For Value Received

Mainline Ranches, Inc., an Idaho corporation

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Young and Young of Idaho, Inc., an Idaho corporation

**Address: P. O. Box 707
Rupert, Idaho 83350**

Hereinafter called the Grantee, the following described premises situated in **Minidoka** County, Idaho, to-wit:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 27: E½

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 1: That part of the S½S½ of said Section 1, lying South of the Union Pacific Railroad right of way, SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northwest corner of SW¼SW¼ of said Section 1, which point shall be known as the True Point of Beginning;
Thence East for 700 feet;
Thence South for 300 feet;
Thence West for 700 feet;
Thence North for 300 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the quarter corner common to Sections 1 and 12, Township 8 South, Range 25 East of the Boise Meridian, Minidoka County, Idaho; thence along the boundary common to said Sections 1 and 12, South 89°59' East for 40.0 feet; thence North 1°59' West for 45.00 feet to the True Point of Beginning;
Thence continuing North 1°59' West for 510.00 feet;
Thence North 88°00'36.9" East for 199.88 feet;
Thence South 1°59' East for 510.00 feet;
Thence South 88°00'36.9" West for 199.88 feet to the True Point of Beginning.

EXHIBIT "A"

Parcel No. 3:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

TOWNSHIP 9 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 36: A Non-exclusive Road Easement for ingress and egress for the benefit of Parcel No. 2, granted by Brad Neibaur and Diane Neibaur, also known as Dianne Neibaur, husband and wife, to Brad Neibaur and Dianne Neibaur, husband and wife, undivided one-half interest and Mainline Ranches, Inc., an Idaho Corporation, an undivided one-half interest, by Warranty Deed recorded August 20, 1990 as Document No. 392946, Minidoka County records, over the following described land:

Beginning at the North $\frac{1}{4}$ section corner of Section 36, said corner marked by an railroad spike; Thence South $0^{\circ}23'38''$ West along the $\frac{1}{4}$ section line for 41.43 feet to a $\frac{1}{2}$ " rebar on the South right-of-way of State Highway 25; Thence South $89^{\circ}45'28''$ East along said highway right-of-way for 794.23 feet to a $\frac{1}{2}$ " rebar which shall be the Point of Beginning; Thence South $89^{\circ}45'28''$ East along said highway right-of-way for 60.00 feet to a $\frac{1}{2}$ " rebar; Thence South $0^{\circ}24'15''$ West for 300.00 feet to a $\frac{1}{2}$ " rebar; Thence North $89^{\circ}45'28''$ West for 357.77 feet to a point; Thence North $0^{\circ}23'38''$ East for 60.00 feet to a point; Thence South $89^{\circ}45'28''$ East for 297.78 feet to a point; Thence North $0^{\circ}24'15''$ East for 240.00 feet to the Point of Beginning.

Instrument # 470707
MINIDOKA COUNTY, RUPERT, IDAHO
2004-02-11 02:11:39 No. of Pages: 5
Recorded for: BURLEY LAND TITLE
DUANE SMITH Fee: 15.00
Ex-Officio Recorder Deputy *Ed*

Section 1: That part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1, lying South of the Union Pacific Railroad right of way,

SAVE AND EXCEPT the W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

Lot 6 in Block 9 of Sears Addition No. 1 to the City of Minidoka, Minidoka County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 2: A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 180 feet along the East section line of said Section 2;
Thence West 330 feet;
Thence South 180 feet;
Thence East 330 feet to the Point of Beginning.

PARCEL NO. 2:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

TOWNSHIP 9 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 36: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the North $\frac{1}{4}$ section corner of Section 36, said corner marked by a railroad spike; Thence South 0°23'38" West along the $\frac{1}{4}$ section line for 41.43 feet to a $\frac{1}{2}$ " rebar on the South right-of-way of State Highway 25; Thence South 89°45'28" East along said Highway right-of-way for 854.23 feet to a $\frac{1}{2}$ " rebar, said point lying North 89°45'28" West for 465.54 feet from the East line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$; Thence South 0°24'15" West for 300.00 feet to a $\frac{1}{2}$ " rebar which shall be the Point of Beginning;
Thence South 89°45'28" East for 10.44 feet to a $\frac{1}{2}$ " rebar;
Thence South 0°26'26" West for 424.89 feet to a point on the centerline of a drain ditch;
Thence North 84°19'57" West along said drain ditch centerline for 147.21 feet to a point;
Thence North 0°26'26" East for 410.98 feet to a point;
Thence South 89°45'28" East for 136.16 feet to the Point of Beginning.

Parcel No. 3: continued on Exhibit "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

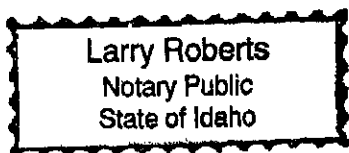
Dated: February 4, 2004

MAINLINE RANCHES, INC.

By: Bruce R. Hunsaker
Bruce R. Hunsaker, President

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 4th day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **Bruce R. Hunsaker**, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

Taxes for 2001 and subsequent years.

Assessments levied, or to be levied, by Magic Valley Ground Water District.

An Easement for Power Line, dated March 3, 1958 executed by Gerald Morgan and W. H. Shillington, a partnership, to Idaho Power Company, a corporation, recorded October 13, 1958 in Book 36 of Deeds, Page 388, records of Minidoka County.

An Easement, dated November 6, 1958, executed by Ira R. Ure and Edna B. Ure, husband and wife, to Robert C. Banning and Ethel M. Banning, husband and wife, recorded February 3, 1959 in Book 36 of Deeds, Page 377, records of Minidoka County, Idaho.

An Easement, dated July 17, 1958 executed by Ira R. Ure and Edna B. Ure, husband and wife, to Idaho Power Company, a corporation, recorded February 12, 1959 in Book 36 of Deeds, Page 393, records of Minidoka County, Idaho.

An Easement dated March 29, 1973 executed by Ross A. Hunsaker and Alvin Keller, co-partners, doing business as H and K Farms, whose wives' names are Doris Hunsaker and Alice Keller, to the City of Minidoka, State of Idaho, a municipal corporation, recorded May 2, 1973 as Document No. 233311, records of Minidoka County, Idaho.

An Idaho Mortgage and Security Agreement to Mutual Life Insurance Company of New York, Mortgagee, dated December 1, 1993 and recorded December 2, 1993 as Instrument No. 409858, records of Minidoka County, Idaho.

A Financing Statement in favor of The Mutual Life Insurance Company of New York recorded December 2, 1993 as Instrument No. 409859, records of Minidoka County, Idaho.

An Idaho Mortgage to MONY Life Insurance Company dated April 19, 1999 and recorded April 28, 1999 as Instrument No. 441418, records of Minidoka County, Idaho.

A Financing Statement in favor of MONY Life Insurance Company recorded April 28, 1999 as Instrument No. 441419, records of Minidoka County, Idaho.

A Financing Statement in favor of First National Equipment Financing, Inc. recorded May 17, 2001 as Instrument No. 453254, records of Minidoka County, Idaho.

A Memorandum of Lease and Of Option between Mainline Ranches, Inc. and Desert View Farms, Inc., dated June 19, 2001 and recorded July 13, 2001 as Instrument No. 454211, records of Minidoka County, Idaho. LESSEE'S ASSIGNMENT OF OPTION TO PURCHASE AND LEASEHOLD INTEREST-REAL ESTATE LEASE to Northwest Farm Credit Services, FLCA, dated August 15, 2003 and recorded August 22, 2003 as Instrument No. 467680, records of Minidoka County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrance except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

WARRANTY DEED

#40108MC

477502

For Value Received

Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man as his sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Mountain View Land Limited Partnership, an Idaho limited partnership
Address: 719 East 700 North
Rupert, Idaho 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

TOWNSHIP 7 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 27: E½

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 5.08 cfs from State of Idaho, Department of Water Resources Water Right No. 36-2090A.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2005 and subsequent years.

Assessments levied, or to be levied, by Magic Valley Ground Water District.

An Easement for Power Line, dated March 3, 1958 executed by Gerald Morgan and W. H. Shillington, a partnership, to Idaho Power Company, a corporation, recorded October 13, 1958 in Book 36 of Deeds, Page 388, records of Minidoka County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 24, 2005

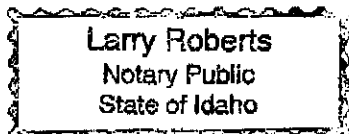
Steven D. Young
 Steven D. Young

Roy M. Young
 Roy M. Young

Maria Young
 Maria Young

STATE OF IDAHO)
) ss.
 COUNTY OF Cassia)

On this 24th day of March, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven D. Young and Maria Young**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

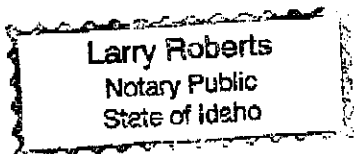


[Signature]
 Notary Public
 Residing at: Burley, ID
 My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
 COUNTY OF Cassia)

Instrument # 477602
 MINIDOKA COUNTY, RUPERT, IDAHO
 2005-03-29 11:35:02 No. of Pages: 2
 Recorded for: BURLEY LAND TITLE
 DUANE SMITH Fee: 6.00
 Ex-Officio Recorder Deputy *[Signature]*

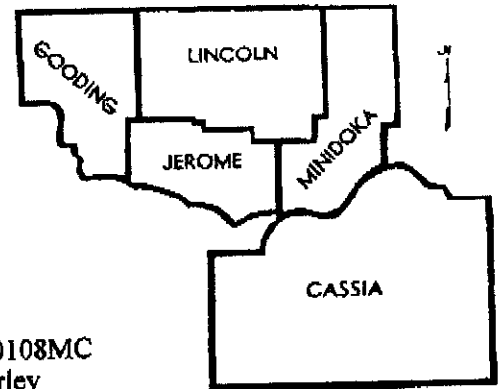
On this 24th day of March, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Roy M. Young**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
 Notary Public
 Residing at: Burley, ID
 My Commission expires: 6-30-09

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #40108MC
OFFICE: Burley

March 28, 2005

Via Facsimile

Mr. Jason Helms
Brockway Engineering
Fax No. 1-208-736-8506

RECEIVED

RE: Young and Young/Mountain View Diary

Dear Jason:

RECEIVED

MAR 30 2005

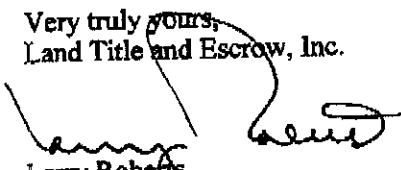
Department of Water Resources
Southern Region

Enclosed with this letter please find the following:

1. A copy of a letter from Met Life Insurance Company concerning the funds required for the Release of the East half of Section 27, Township 7 South, Range 25 E., Boise Meridian, Minidoka County, Idaho.
2. A copy of two Idaho Full Releases of Mortgage on Mutual Life of New York's mortgages which encumbered the East half of Section 27, Township 7 South, Range 25 E., Boise Meridian, Minidoka County, Idaho.
3. A copy of the recorded Real Estate Mortgage from Mountain View Land Limited Partnership which Parcel No. 1 is the property that Mountain View Land Limited Partnership is purchasing from the Youngs.
4. A copy of the proposed Warranty Deed transferring the East half of said section to Mountain View Land Limited Partnership.
5. A copy of the front and back pages of State of Idaho, Department of Water Resources Notice of Change In Water Right Ownership.

Should you have any questions concerning this letter or the documents enclosed, or if I can be of any other assistance, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.


Larry Roberts
President and General Manager

LR/nrg
enc. 24 pages

BOX 177, BURLEY, IDAHO 83318
PHONE 878-3524 • FAX 878-4435

BOX 349, JEROME, IDAHO 83338
PHONE 324-3357 • FAX 324-8961

BOX 473, GOODING, IDAHO 83330
PHONE 934-8477 • FAX 934-5890

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0606 • FAX 436-1199

03/22/2005

13:20

3036946

METLIFE DENVER I

PAGE 02

Metropolitan Life Insurance Company
Agricultural Investments
Denver Regional Office
5445 DTC Parkway, Suite 920
Greenwood Village, CO 80111
Tel 303 694-6280 Fax 303 694-6294

James B. O'Riley
Regional Manager

Chester D. ("Chet") Haines
Assistant Manager

MetLife®

March 22, 2005

MR & MRS STEVEN D YOUNG ET AL
350 NORTH 350 EAST
RUPERT ID 83350

RE: X17 65 67 - YOUNG, Steven D. - Blaines & Minidoka Counties, ID

Dear Mr. & Mrs. Young et al

Please be advised that the Company will be in a position to partial release from the Company's Mortgage under the above captioned loan that property described as The E½ of Section 27, Township 7 South, Range 25 East of the Boise Meridian, Minidoka County, Idaho, consisting of approximately 320 acres upon receipt of the following funds:

Principal due 6/10/05	\$94,703.95
Principal due 12/10/05	\$97,213.60
Part principal due 6/10/06	\$83,082.45
Accrued interest @ 5.5% from 12/10/04 to 3/31/05	\$4,493.96
Service Charge	\$250.00
Surrender Charge	<u>\$1,000.00</u>
Total as of 3/31/05	\$280,743.96

It will be necessary to add an additional \$40.49 per day to the above total from March 31, 2005 to the date funds are received by the Company. The above funds must be received by the Company on or before April 15, 2005 or the terms of this letter are null and void.

We ask that payment be wired to the Company's account, which is as follows, and that you telephone this office on the day the funds are wired to alert us of the incoming wire, so we, in turn, can alert our remittance department:

By Order Party:	Steven D. Young
Crediting Bank:	JP Morgan Chase & Co. 270 Park Avenue New York, NY ABA# 021000021
Crediting Account:	MetLife Agricultural Investments A/N 323-887260

*OBI: INV AI / Loan #X17 65 67 / Steven D. Young

Page 2

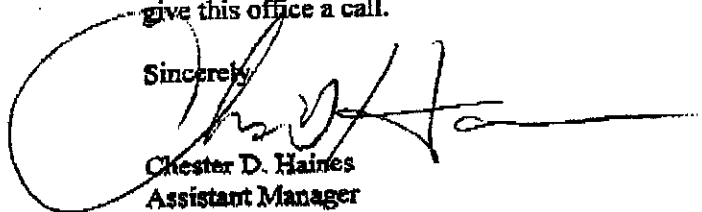
X17 65 67 - Young, Steven D.
Blaine & Minidoka Counties, ID

*Refer to your own Financial Institution's payment system on the exact location of the OBI reference area. It's important that you incorporate the information in the OBI line each time you wire us funds.

The Company will require a "Waiver of Defenses" endorsement from First American Title Insurance Company under Title Policy #K28440, that the Company's position under that Lender's Title Policy has not been impaired because of this partial release.

All costs associated with this transaction will be your responsibility. If you have any questions, please give this office a call.

Sincerely,



Chester D. Haines
Assistant Manager

kh/

Copies to: Larry Roberts, Land Title and Escrow, Inc.
Clear Creek Land & Mortgage Company
Executive and Administrative Office
Eric M. Haggerty (via e-mail)

K-28440

Loan No. F- 61204500**477394****IDAHO FULL RELEASE OF MORTGAGE**

MONY Life Insurance Company, formerly know as The Mutual Life Insurance Company of New York (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of New York, hereby acknowledges that a certain indenture of Mortgage dated December 1, 1993, made and executed by Mainline Ranches, Inc., an Idaho Corporation to Mortgagee recorded December 2, 1993, in the office of the Recording Officer of the County of Minidoka, State of Idaho in Instrument No. 409858 of the records of said County, which was thereafter affected by a Common Default Agreement dated April 19, 1999, recorded April 29, 1999, in the office of the Recording Officer of the County of Minidoka, State of Idaho in Instrument No. 441454 of the records of said County is redeemed, paid off, satisfied and discharged in full, and it hereby releases the Mortgage and consents that the same be cancelled and discharged of record, by the Recording Officer thereunto duly authorized by these presents.

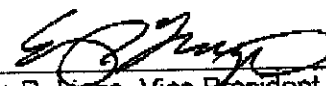
Whereas, The Mutual Life Insurance Company of New York changed its name by simple name change to "MONY Life Insurance Company",

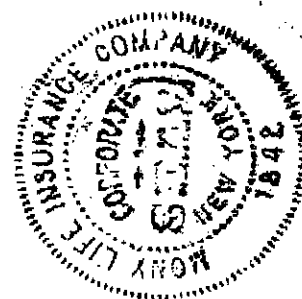
IN WITNESS WHEREOF, Mortgagee has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officer this October 22, 2004.

APPROVED

J.D.

MONY Life Insurance Company, f/k/a
The Mutual Life Insurance Company of New York


Eric R. Linge, Vice President



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this 22nd day of October, 2004, before me, a Notary Public in and for the County and State aforesaid, personally appeared Eric R. Linge, to me personally known, who, being by me duly sworn, did say that he is the Vice President of MONY Life Insurance Company f/k/a The Mutual Life Insurance Company a New York corporation, who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation for MONY Life Insurance Company f/k/a The Mutual Life Insurance Company, and that the seal affixed to the foregoing instrument of the corporate seal of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

(SEAL) Sandra Siebert
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires June 20, 2007

Sandra Siebert

Notary Public

My commission expires:

Instrument # 477394

MINIDOKA COUNTY, RUPERT, IDAHO
2005-03-23 03:33:00 No. of Pages: 2
Recorded for: BURLEY LAND TITLE
DUANE SMITH Fee: 7.00
Ex-Officio Recorder Deputy il

18607

475526

Loan No. F- 61204502

IDAHO FULL RELEASE OF MORTGAGE

MONY Life Insurance Company, formerly know as The Mutual Life Insurance Company of New York (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of New York, hereby acknowledges that a certain indenture of Mortgage dated April 19, 1999, made and executed by Mainline Ranches, Inc., an Idaho Corporation to Mortgagee recorded April 28, 1999, in the office of the Recording Officer of the County of Minidoka, State of Idaho in Instrument No. 441418 of the records of said County, which is duly affected by a Common Default Agreement dated April 19, 1999, recorded April 29, 1999, in the office of the Recording Officer of the County of Minidoka, State of Idaho in Instrument No. 441418 of the records of said County is redeemed, paid off, satisfied and discharged in full, and it hereby releases the Mortgage and consents that the same be cancelled and discharged of record, by the Recording Officer thereunto duly authorized by these presents.

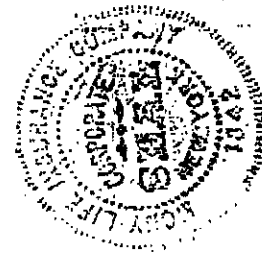
Whereas, The Mutual Life Insurance Company of New York changed its name by simple name change to "MONY Life Insurance Company",

IN WITNESS WHEREOF, Mortgagee has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officer this October 22, 2004.

APPROVED[Signature]

MONY Life Insurance Company, f/k/a
The Mutual Life Insurance Company of New York

[Signature]
Eric R. Linge, Vice President



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this 22nd day of October, 2004, before me, a Notary Public in and for the County and State aforesaid, personally appeared Eric R. Linge, to me personally known, who, being by me duly sworn, did say that he is the Vice President of MONY Life Insurance Company f/k/a The Mutual Life Insurance Company a New York corporation, who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation for MONY Life Insurance Company f/k/a The Mutual Life Insurance Company, and that the seal affixed to the foregoing instrument of the corporate seal of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

(SEAL) Sandra Siebert
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 20, 2007

Sandra Siebert
Notary Public

My commission expires:

Instrument # 475526
MINIDOKA COUNTY, RUPERT, IDAHO
2004-12-01 01:22:58 No. of Pages: 2
Recorded for: RUPERT LAND TITLE
DIANE SMITH Fee: 5.00
Ex-Officio Recorder Deputy

Name: 475526.001
Dimensions: 2512 x 3284 pixels

4016 MC

477360

Customer/Note No: 37804 - 444

37804 - 443

37804 - 442

37804 - 441

After Recording Return to:

Farm Credit Services - Burley
1305 Albion Avenue
PO Box 1168
Burley, ID 83318

Instrument # 477360

MINIDOKA COUNTY, RUPERT, IDAHO

2005-03-21 00:56:31 No. of Pages: 10

Recorded for: BURLEY LAND TITLE

DUANE SMITH

Fee: 30.00

Ex-Officio Recorder Deputy

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On March 16, 2005, Mountain View Land Limited Partnership, an Idaho partnership consisting of S & B Management, L.C.; Brent Whitesides, same person as Brent R. Whitesides and Marilyn R. Whitesides, husband and wife, Steven R. Whitesides and Abby Whitesides, same person as Abby L. Whitesides, husband and wife, hereinafter called Mortgagors, whose address is

719 East 700 North
Rupert, ID 83350

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Minidoka County(ies), State of Idaho, more particularly described as follows:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 27: E1/2

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 22: Farm Unit A Tract A of the North Side Pumping Division of the Minidoka Project, (as shown on plat dated July 10, 1957, filed in the office of the County Recorder, Minidoka County, Idaho.)

EXCEPTING THEREFROM the following described property:

Beginning at the Northeast corner of said Farm Unit A, Tract A (Corner No. 1) of said Section 22; Thence North 88°57'00" West (Basis of Bearing) along the North section line of said Section 22 for 131.93 feet to a point, which point shall be known as the True Point of Beginning; Thence South 1°03'00" West for 208.71 feet; Thence North 88°57'00" West for 208.71 feet; Thence North 1°03'00" East for 208.71 feet to a point on the North section line of said Section 22; Thence South 88°57'00" East along said North section line for 208.71 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM, the following described property:

That part of Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:
Beginning at the Northeast corner of Tract A in Section 22 of Township 8 South, Range 25 East, Boise Meridian, said corner marked by a 5/8 inch rebar on top of a U.S. Reclamation Service pipe with brass cap which shall be THE POINT OF BEGINNING;
Thence South 1°45'45" West (South 1°47' West rec.) along the East side of Tract A for 487.23 feet to a 1/2 inch rebar;
Thence North 89°50'04" West for 1051.58 feet to a 1/2 inch rebar;

Mortgage (37804-444)

Thence North 1°31'19" East for 503.44 feet to a PK Nail on section line;
 Thence South 88°57'00" East along section line for 712.73 feet to a PK Nail;
 Thence South 1°03'00" West for 208.71 feet to a point;
 Thence South 88°57'00" East for 208.71 feet to a point;
 Thence North 1°03'00" East for 208.71 feet to a PK Nail on section line;
 Thence South 88°57'00" East along section line for 131.93 feet to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
 MINIDOKA COUNTY, IDAHO

Section 22: That part of Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at the Northeast corner of Tract A in Section 22 of Township 8 South, Range 25 East, Boise Meridian, said corner marked by a 5/8 inch rebar on top of a U.S. Reclamation Service pipe with brass cap which shall be THE POINT OF BEGINNING;
 Thence South 1°45'45" West (South 1°47' West rec.) along the East side of Tract A for 487.23 feet to a 1/2 inch rebar;
 Thence North 89°50'04" West for 1051.58 feet to a 1/2 inch rebar;
 Thence North 1°31'19" East for 503.44 feet to a PK Nail on section line;
 Thence South 88°57'00" East along section line for 712.73 feet to a PK Nail;
 Thence South 1°03'00" West for 208.71 feet to a point;
 Thence South 88°57'00" East for 208.71 feet to a point;
 Thence North 1°03'00" East for 208.71 feet to a PK Nail on section line;
 Thence South 88°57'00" East along section line for 131.93 feet to THE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
 MINIDOKA COUNTY, IDAHO

Section 21: Farm Unit B, Tract B of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat dated July 10, 1957, filed in the office of the County Recorder, Minidoka County, Idaho).

EXCEPTING THEREFROM the following described tract:

Beginning at the Southwest corner of Tract B (Corner No. 4) of said Section 21, said corner marked by a 5/8 inch rebar on top of a U.S.B.R. iron pipe, which shall be the Point of Beginning;
 Thence North 01°05'32" East along the tract line common to Tract D and Tract B for a distance of 319.21 feet to a 1/2 inch rebar;
 Thence South 88°57'14" East for a distance of 252.19 feet to a 1/2 inch rebar;
 Thence South 01°05'32" West for a distance of 319.21 feet to a 1/2 inch rebar on the South line of Section 21;
 Thence North 88°57'14" West along the South line of Section 21 for a distance of 252.19 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
 MINIDOKA COUNTY, IDAHO

Section 21: Farm Unit A, Tract A of the North Side Pumping Division of the Minidoka Project, Idaho (as shown by plat, dated July 10, 1957, on file in the office of the County Recorder, Minidoka County, Idaho).

PARCEL NO. 6:

TOWNSHIP 8 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
 MINIDOKA COUNTY, IDAHO

Section 21: Part of Farm Unit C, Tract C, more particularly described as follows:

Beginning at the North 1/4 section corner of said Section 21, said corner marked by a 5/8 inch rebar; thence South 88°59'12" East (South 88°58' East rec.) along the North section line for a distance of 234.68 feet to the Point of

Beginning;

Thence South 88°59'12" East (South 88°58' East rec.) continuing along said line for a distance of 663.74 feet to a 5/8 inch rebar on the Westerly right of way of State Highway 24;
 Thence South 40°19'33" West (South 40°19' West rec.) along said right of way for a distance of 426.09 feet to a 1/2 inch rebar;
 Thence North 49°03'05" West for a distance of 465.85 feet to a 1/2 inch rebar;
 Thence North 49°03'05" West for a distance of 47.71 feet to the Point of Beginning;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or are a part of the dairy facility, including but not limited to all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof.

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
March 16, 2005	\$ 783,000.00	April 1, 2025
November 30, 2001	\$ 43,000.00	December 1, 2011
May 15, 2001	\$3,900,000.00	May 1, 2018
April 10, 1996	\$1,160,600.00	November 1, 2016

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, local or other program, license, easement, or other agreement which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in

any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person); to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial

market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagors' state of formation is the State of Idaho; Mortgagors' state of residence is the State of Idaho, and Mortgagors' exact legal names are as set forth herein.
19. This mortgage is supplemental to the following described mortgage(s):

Mortgage dated November 30, 2001, recorded December 3, 2001, as Instrument No. 456451, in the records of Minidoka County, Idaho;

Mortgage dated May 15, 2001, recorded May 15, 2001, as Instrument No. 453216, in the records of Minidoka County, Idaho;

Mortgage dated April 10, 1996, recorded April 10, 1996, as Instrument No. 423370, in the records of Minidoka County, Idaho;

The above-described instruments (Prior Encumbrances) are given to secure the Notes and Loan Documents. Default in payment under any of the above described Notes or Loan Documents or default in performance of any of the terms or covenants of any Loan Document related thereto shall constitute a default under this and under all Prior Encumbrances. Mortgagee may, at its option, declare any and all of such Notes and Loan Documents immediately due and payable. Payoff of any of such Note(s) shall entitle Mortgagors to a release of this or any Prior Encumbrances, until the entire indebtedness secured by this mortgage is paid in full.

Mountain View Land Limited Partnership

By: S & B Management, L.C., a general partner

By: Brent Whitesides
Brent Whitesides, a Member

By: Steve R. Whitesides
Steven R. Whitesides, a Member

Mountain View Machinery Limited Partnership

By: S & B Management, L.C., a general partner

By: Brent Whitesides
Brent Whitesides, a MemberBy: St. R. Whitesides
Steven R. Whitesides, a Member

S & B Management, L.C.

By: Brent Whitesides
Brent Whitesides, a MemberBy: St. R. Whitesides
Steven R. Whitesides, a Member

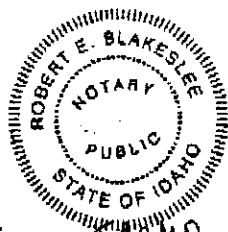
SAMB Dairy Investments Limited Partnership

By: S & B Management, L.C., a general partner

By: Brent Whitesides
Brent Whitesides, a MemberBy: St. R. Whitesides
Steven R. Whitesides, a MemberBrent Whitesides
Brent WhitesidesMarilyn R. Whitesides
Marilyn R. WhitesidesSt. R. Whitesides
Steven R. WhitesidesAbby Whitesides
Abby Whitesides

STATE OF Idaho)
County of Minidoka) ss.

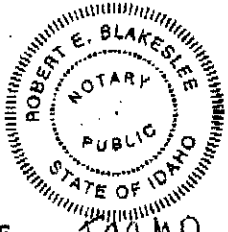
On this 17th day of MARCH, 2005, before me personally appeared Brent Whitesides, known to me to be a member of S & B Management, L.C., the general partner in Mountain View Land Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
Printed Name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Parisley
My commission expires 6-4-08

STATE OF Idaho)
County of Minidoka) ss.

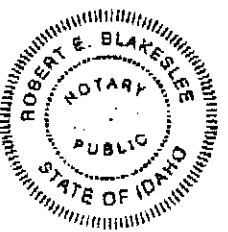
On this 17th day of MARCH, 2005, before me personally appeared Steven R. Whitesides, known to me to be a member of S & B Management, L.C., the general partner in Mountain View Land Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
Printed Name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Parisley
My commission expires 6-4-08

STATE OF Idaho)
County of Minidoka) ss.

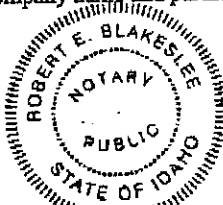
On this 17th day of MARCH, 2005, before me personally appeared Brent Whitesides, known to me to be a member of S & B Management, L.C., the general partner in Mountain View Machinery Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
Printed Name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Parisley
My commission expires 6-4-08

STATE OF Idaho)
 County of Minidoka) ss.

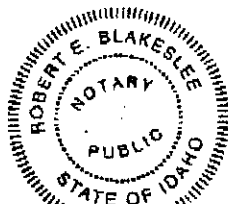
On this 17th day of MAY, 2005, before me personally appeared Steven R. Whitesides, known to me to be a member of S & B Management, L.C., the general partner in Mountain View Machinery Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
 Printed Name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Burley
 My commission expires 10-4-08

STATE OF Idaho)
 County of Minidoka) ss.

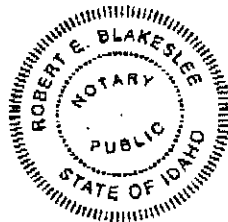
On this 17th day of MAY, 2005, before me personally appeared Brent Whitesides, to me known to be a member in S & B Management, L.C., the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Robert E. Blakeslee
 Printed Name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Burley
 My commission expires 10-4-08

STATE OF Idaho)
 County of Minidoka) ss.

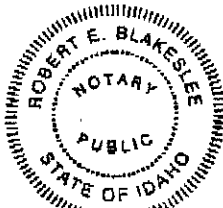
On this 17th day of MAY, 2005, before me personally appeared Steven R. Whitesides, to me known to be a member in S & B Management, L.C., the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Robert E. Blakeslee
 Printed Name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Burley
 My commission expires 10-4-08

STATE OF Idaho)
 County of Minidoka) ss.

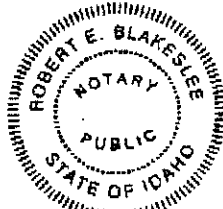
On this 17th day of MARCH, 2005, before me personally appeared Brent Whitesides, known to me to be a member of S & B Management, L.C., the general partner in SAMB Dairy Investments Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
 Printed Name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Boise
 My commission expires 6-4-08

STATE OF Idaho)
 County of Minidoka) ss.

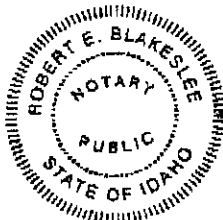
On this 17th day of MARCH, 2005, before me personally appeared Steven R. Whitesides, known to me to be a member of S & B Management, L.C., the general partner in SAMB Dairy Investments Limited Partnership which executed the within instrument, and acknowledged that he executed the same as one of the members of the general partner and in the limited liability company name and partnership name freely and voluntarily.



Robert E. Blakeslee
 Printed Name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Boise
 My commission expires 6-4-08

STATE OF Idaho)
 County of Minidoka) ss.

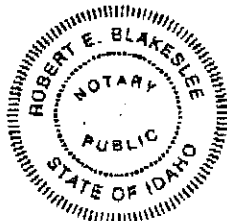
On this 17th day of MARCH, 2005, before me personally appeared Brent Whitesides, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Robert E. Blakeslee
 Printed name Robert Blakeslee
 Notary Public for the State of Idaho
 Residing at Boise
 My commission expires 6-4-08

STATE OF Idaho)
)ss.
County of Minidoka)

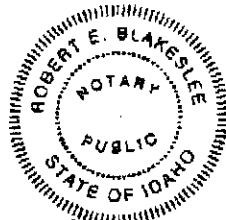
On this 17th day of March, 2005, before me personally appeared Marilyn R. Whitesides, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Robert E. Blakeslee
Printed name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Burley
My commission expires 6-4-08

STATE OF Idaho)
)ss.
County of Minidoka)

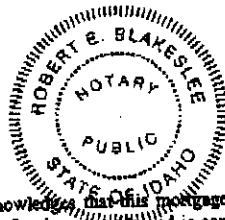
On this 17th day of March, 2005, before me personally appeared Steven R. Whitesides, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Robert E. Blakeslee
Printed name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Burley
My commission expires 6-4-08

STATE OF Idaho)
)ss.
County of Minidoka)

On this 17th day of March, 2005, before me personally appeared Abby Whitesides, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



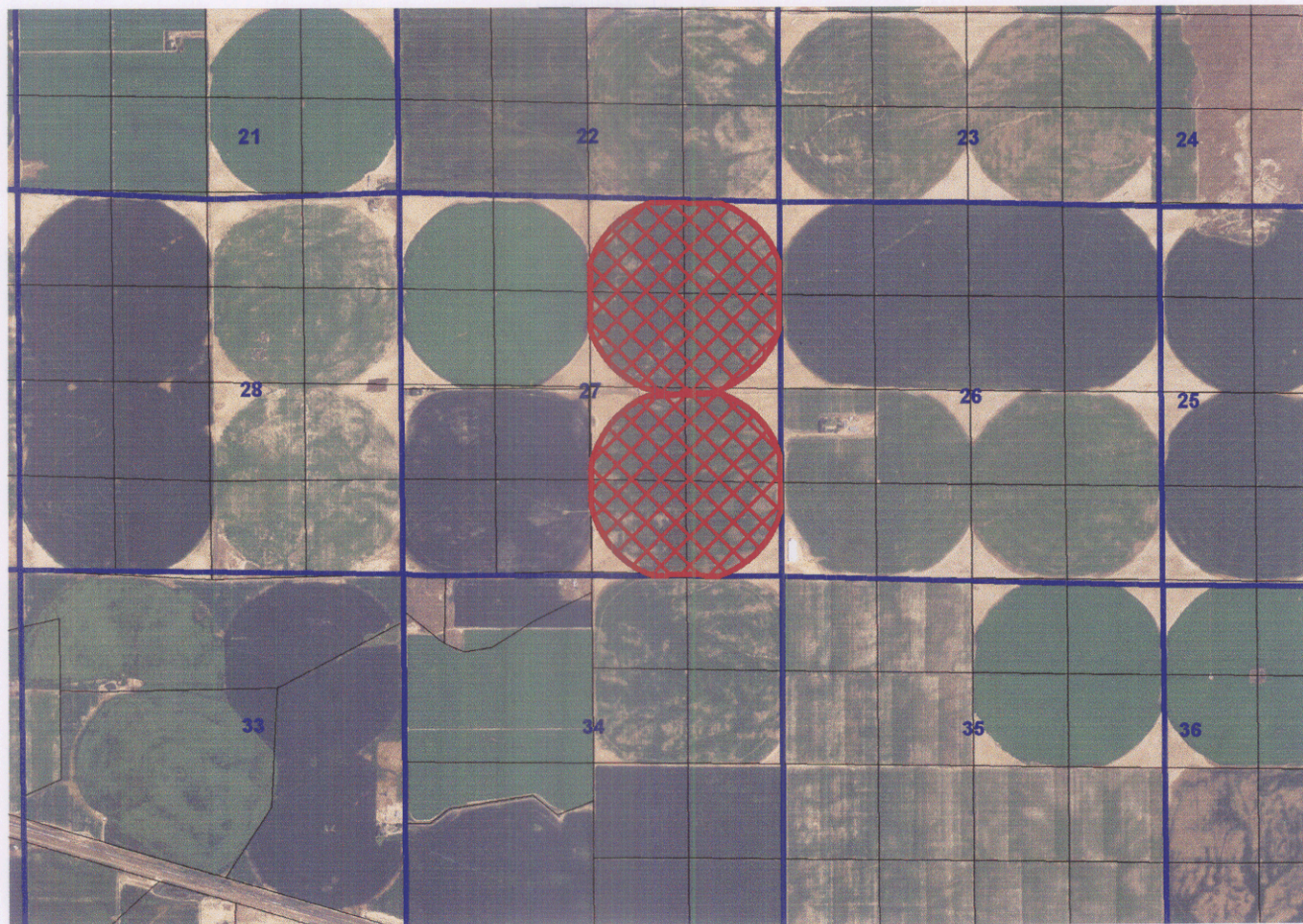
Robert E. Blakeslee
Printed name Robert Blakeslee
Notary Public for the State of Idaho
Residing at Burley
My commission expires 6-4-08

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



2004 NAIP Aerial Photo

OWYHEE RANCHES, INC.
to
MOUNTAIN VIEW LAND, LP
(TWP. 7 South, RNG. 25 East - E1/2 SEC. 27)

Localwr-pou.shp

- 36-2090A Place of Use (264 Ac.)
- Irrigation 2004 (264 Ac. Irrigated)
- Sections
- 40's



SCALE: 2 inches equals 1 mile. Draw plan in ink.