RECEIVED
Form 42-248(9) 3/22
JUL 15 2022
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 01 2022
WATER RESOURCES WESTERN REGION

RECEIVED
JUN 06 2022
Department of Water Resources Eastern Region

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

DE

Completed 8/3/22

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
27-7540	27-7417	27-7057	

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

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

   Oaktree Fund Administration, LLC, as Administrative Agent
   Attn: Oaktree Agency
   333 S. Grand Avenue, 28th Fl.
   Los Angeles, CA 90071
   Phone _____
   Email Oaktreeagency@alterdomus.com

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

5. Expiration Date of Notification Period August 25, 2024

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

7. Signature(s) of Security Interest Holder(s)

   Henry Orren
   Senior Vice President

   Maria Attaar
   Vice President

   Title, if applicable

For Office Use Only

Receipted by CE Date 06/01/2022 Receipt No. W050476 Fee $75.00

Processed by AJ _____ Date _____ WR _____ Date _____

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Form 42-248(9) 3/22

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(9), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1.** If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.

3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3.**

4. At **Item 4,** please provide the name of the owner/claimant of the water right(s) listed.

5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.

6. At **Item 6**, please indicate if this is a renewal of a prior notice.

7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

8. Include the appropriate filing fee. There is a fee of $25.00 per water right or adjudication claim. Renewals, if necessary, are also $25.00 per water right or adjudication claim.

9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

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Instrument # 208905
CARIBOU COUNTY, IDAHO
01-14-2022 13:58:15 No. of Pages: 60
Recorded for: HOLLAND & HART - BOISE
Denise Horsley Fee: $135.00
Ex-Officio Recorder Deputy
Index to: MORTGAGE

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
Joshua L. Levin, Esq.)
Sullivan & Cromwell LLP)
125 Broad Street)
New York, NY 10004-2498)

MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT

dated as of January 12, 2022

by

ITAFOS CONDA LLC

AS MORTGAGOR

TO

OAKTREE FUND ADMINISTRATION, LLC

AS ADMINISTRATIVE AGENT UNDER THE CREDIT AGREEMENT AND GUARANTY FURTHER IDENTIFIED HEREIN

AS MORTGAGEE

This Instrument is intended to be indexed as a mortgage, as a fixture filing, and as an as-extracted collateral filing.

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MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT

This MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT (this "Mortgage") is entered into as of January 12, 2022 (the "Effective Date") by ITAFOS CONDA LLC, a Delaware limited liability company ("Mortgagor"), whose address is 109 North Post Lane, Suite 405, Houston TX 77024, in favor of OAKTREE FUND ADMINISTRATION, LLC, as administrative agent (together with its successors and assigns, in such capacity, "Mortgagee"), whose address is 333 South Grand Avenue, 28th Floor, Los Angeles, CA 90071, for the benefit of the Lenders (as defined below).

RECITALS:

A. Itafos, Inc., a Delaware corporation ("Borrower"), Mortgagor, Itafos Conda Holdings LLC, Itafos Services LLC, Itafos Conda Services LLC, Mortgagee as Administrative Agent, and the Lenders party thereto are parties to that certain Credit Agreement and Guaranty dated as of August 25, 2021 (such agreement, as may from time to time be amended, restated, amended and restated, modified or supplemented, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to Borrower.

B. The Lenders conditioned their obligations under the Credit Agreement upon the execution and delivery by Mortgagor of this Mortgage.

C. Therefore, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees as follows:

ARTICLE I
DEFINITIONS

1.01 Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

1.02 Terms Defined in the Credit Agreement; Conflicts. Unless otherwise defined herein, each term defined in the Credit Agreement and used herein has the meaning given to it in the Credit Agreement. In the event of any conflict between the terms of this Mortgage and the terms of the Credit Agreement, the terms of the Credit Agreement will control.

1.03 Terms Defined in the UCC. Unless otherwise defined herein or in the Credit Agreement, each capitalized term defined in the UCC and used herein has the meaning given to it in the UCC.

1.04 Certain Defined Terms. As used in this Mortgage, the following terms have the meanings specified below:

"Collateral" means, collectively, all the Mortgaged Property and all the UCC Collateral.

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"Event of Default" has the meaning assigned to such term in Section 5.01.

"Federal Interests" has the meaning assigned to such term in Section 6.15(a).

"Guaranteed Indebtedness" has the meaning assigned to such term in Section 2.03.

"Indemnified Parties" means Mortgagee and each other Secured Party, their respective Affiliates, and each such Person's officers, directors, employees, representatives, agents, attorneys, accountants and experts.

"Mineral Leasing Act" means the Mineral Lands Leasing Act of 1920, 30 U.S.C. §§ 181 et seq., as amended or recodified.

"Mortgaged Property" means the Property described in Section 2.01(a) through and including Section 2.01(h).

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible (including cash, securities, accounts, contract rights and equity interests or other ownership interests of any Person), whether now in existence or owned or hereafter acquired.

"Release Date" means the date on which there has been prior and complete satisfaction of the Termination Conditions.

"UCC" means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated or which otherwise is applicable to the creation, perfection, the effect of perfection or nonperfection, or the priority of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

"UCC Collateral" has the meaning assigned to such term in Section 2.02.

ARTICLE II
GRANT OF LIEN AND INDEBTEDNESS SECURED

2.01 Grant of Liens. To secure performance and payment in full of its obligations under Credit Agreement, including without limitation under Section 13 of the Credit Agreement, and to secure the performance and payment in full of the covenants and obligations herein contained, Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER, WARRANT and CONVEY unto Mortgagee, for itself and on behalf of and for the ratable benefit of the other Secured Parties all of the following described real property and personal property rights, titles, interests and estates:

(a) The land described in Exhibit 2.01(a) attached hereto and incorporated into this Mortgage by reference (the "Land");

(b) all mineral estates, mineral claims under state law, patented and unpatented federal lode, placer, and millsite mining claims, mining leases, surface and subsurface leases, licenses, subleases, sublicenses, and other rights in mineral estates, ore bodies or

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production, and any other interests associated with the Land (collectively, the "Mineral Interests");

(c) all buildings, structures and other improvements located on the Land, and all "fixtures" (as such term is defined in the UCC) located thereon, including, without limitation, water lines, pipelines, and power lines; milling, crushing, and concentrating equipment; and pads, machinery, and equipment affixed to the Land or improvements; and other property affixed to or installed in or about the Land or any part thereof or improvements thereon, whether actually or constructively attached thereto, including without limitation all wash plants, tipple yards, compressor sites, tailings and settling ponds, equipment or pipe yards, office sites, office buildings all of which shall be considered to be real property for purposes of this Mortgage (collectively, "Improvements");

(d) all minerals, mineral materials, ore, crushed ore, milled ore, concentrate, mineral-containing sludges, semi-refined minerals, refined minerals, phosphate, monoammonium phosphate, monoammonium phosphate with micronutrients, superphosphoric acid, merchant grade phosphoric acid, ammonium polyphosphate, phosphate rock feedstock, mined phosphate ore, fertilizer and other minerals in whatever form, content, or purity, and all other associated or related substances, "*As Extracted Collateral*" (as such term is defined in the UCC), inventories, works-in-progress, materials, and supplies, whether now owned or hereafter acquired (i) on, in, or under, extending from or into, (ii) mined, produced, or to be produced from, (iii) stored, handled, or processed, or to be stored, handled, or processed on, and/or (iv) transported or marketed or to be transported or marketed or in transit on or from, all or any part of the Land or Improvements (collectively, "Minerals");

(e) all rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Land, Improvements, or Minerals, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data;

(f) all tenements, hereditaments, easements, rights-of-way, and appurtenances appurtenant to, used, or in any way benefiting any of the Land, Mineral Interests, or Improvements, and all rights of ingress and egress to, from, over, or across property adjoining any of the Land, Mineral Interests, or Improvements;

(g) all accounts, accounts receivable, contracts and contract rights, options and purchase rights, agreements, documents, instruments, income, receipts, revenues, earnings, rents, profits, deposits, security deposits, royalties, and revenue arising from the use or enjoyment of all or any portion of the Land, the Mineral Interests, the Improvements, or the Minerals or from the production, crushing, milling, treatment, storage, marketing, hedging, sale, encumbering or transfer of all or any portion of the Minerals and from the Land, the Mineral Interests, the Improvements, or the Minerals (collectively, the "Accounts"); and

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(h) all development and use rights, governmental authorizations, permits and licenses and all applications therefor, whether now or hereafter acquired, existing or arising, now owned or hereafter acquired in connection with the ownership or operation of the Land, the Improvements, the Minerals, or the Mineral Interests,

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee forever to secure the full and timely payment of the Guaranteed Indebtedness and to secure the performance of the covenants, agreements, and obligations of Mortgagor herein contained.

2.02 Grant of Security Interest. The Mortgagor hereby grants to Mortgagee, for the benefit of the Lenders, a security interest in and to all of Mortgagor's rights, titles and interests in and to the following Property of Mortgagor now owned or at any time hereafter acquired by Mortgagor or in which Mortgagor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (collectively, the "UCC Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Indebtedness:

(a) all Accounts;

(b) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);

(c) all Commercial Tort Claims;

(d) all Deposit Accounts, all Commodity Accounts and all Securities Accounts other than Excluded Accounts;

(e) all Documents;

(f) all General Intangibles (including, without limitation, rights in and under any Payment Intangible, Hedging Agreement or any Commodity Contract) and all rights under insurance contracts and rights to insurance proceeds;;

(g) all Instruments;

(h) all Goods (including, without limitation, all Inventory, all Equipment and all Fixtures);

(i) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(j) all As-Extracted Collateral from or attributable to the Mortgaged Property;

(k) all books and records pertaining to the Mortgaged Property;

(l) all Fixtures;

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(m) to the extent not otherwise included, any other Property insofar as it consists of personal property of any kind or character defined in and subject to the UCC; and

(n) to the extent not otherwise included, all Proceeds, profits, rents and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.03 Guaranteed Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the payment and performance of the following (collectively, the "Guaranteed Indebtedness"):

(a) all indebtedness, obligations, liabilities and undertakings of any kind or description, whether now in existence or hereafter arising, whether by acceleration or otherwise, of Mortgagor arising out of or under the Credit Agreement and each other Loan Document to which it is a party. **IN THE CREDIT AGREEMENT, THE MORTGAGOR WITHOUT LIMITATION UNCONDITIONALLY GUARANTEES THE OBLIGATIONS OF THE BORROWER TO REPAY THE PRINCIPAL AMOUNT OF THE LOANS (as defined in the Credit Agreement). THE PRINCIPAL AMOUNT OF THE LOANS MAY BE AS MUCH AS TWO HUNDRED AND FIVE MILLION DOLLARS ($205,000,000).**

(b) any sums which may be advanced or paid by Mortgagee or the Lenders under the terms hereof or of the Credit Agreement or other Loan Documents on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein, and all other Indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage, including penalties, indemnities, legal and other fees, charges and expenses, and amounts advanced by and expenses incurred in order to preserve any collateral or security interest, whether due after acceleration or otherwise.

(c) all other obligations and liabilities of Mortgagor to the Secured Parties, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Security Documents, in each case, whether on account of principal, interest, reimbursement obligations, payments in respect of an early termination date, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Secured Parties that are required to be paid by Mortgagor pursuant to the terms of any of the Security Documents).

(d) all interest (including, without limitation, interest accruing at any post-default rate and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) in respect of all of the Guaranteed Indebtedness and all costs of collection and attorneys' fees, all as provided herein and in the other Loan Documents.

(e) any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, whether in whole or in part.

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2.04 Fixture Filing, As-Extracted Collateral, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on attached Exhibit 2.01(a); (ii) the security interests created hereby under applicable provisions of the UCC will attach to all As-Extracted Collateral, and the Accounts resulting from the sale thereof; (iii) this Mortgage is to be filed of record in the real estate records as a financing statement; and (iv) the record owner of the real estate comprised of the Mortgaged Property is as set forth in Exhibit 2.01(a).

2.05 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Lenders and any and all future holders of an interest in the Indebtedness and the interest thereon for so long as same remains unpaid and thereafter until the Release Date.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants as follows:

3.01 Due Organization, Good Standing and Authority. Mortgagor is duly organized, validly existing and in good standing under the laws of Delaware and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, everyjurisdiction where such qualification is required. Mortgagor has full power, authority and legal right (i) to own or lease its assets and properties (including the Land) and to conduct its business as now being conducted, and (ii) to enter into its obligations under this Mortgage and each other agreement, document and instrument executed or to be executed by it pursuant hereto or in connection herewith and to perform the terms hereof and thereof applicable to it, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

3.02 Authorization and No Conflict. The execution and delivery by Mortgagor of this Mortgage, and the performance of all transactions contemplated hereby and the fulfillment of and compliance with the terms of this Mortgage, have been duly authorized by all necessary action, corporate, partnership or otherwise, and do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) give any third party any right to accelerate any obligation under, (iv) result in a violation of, or (v) require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to (A) the articles, bylaws, operating agreement or other constating documents of Mortgagor, (B) any law, statute or rule, or (C) any material agreement, lease, instrument, order, judgment or decree to which Mortgagor is subject or by which any of its properties are bound.

3.03 No Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or other person or entity is required for the due execution, delivery and performance by Mortgagor under this Mortgage.

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3.04 Validity. This Mortgage is, and when delivered hereunder will be, the legal, valid and binding obligation of Mortgagor enforceable against Mortgagor in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in equity or law).

3.05 Valid Security Interest; Filings. This Mortgage creates, in favor of Mortgagee, for the benefit of itself and the ratable benefit of the Lenders, a valid security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of the Guaranteed Obligations. Upon the filing of this Mortgage with the official records of Caribou County, Idaho, together with any other filings or recordings that have already been made or obtained prior to the date hereof, Mortgagee will have, for the benefit of itself and the ratable benefit of the Lenders, a valid and perfected first priority Lien in all of the Collateral, free of all other Liens, claims and rights of third parties whatsoever, except for Permitted Liens. Except for filing this Mortgage with the official records of Caribou County, Idaho, and such other filings and recordings that have already been made or obtained prior to the date hereof, no other filing, recording or action is necessary to create, perfect or protect the Liens created in the Collateral by this Mortgage.

3.06 Name and Location of Office. Mortgagor has not used any corporate name or done business under any name other than its own and the doing business name "Conda Mining." Mortgagor further covenants and agrees that it will not do so, nor will it change its state of organization outside of the State of Delaware nor relocate its chief executive office outside of the State of Texas without at least thirty days' prior notice to Mortgagee.

3.07 Litigation. There is no action, suit or proceeding at law or in equity, by or before any governmental or regulatory authority, court, arbitral tribunal or other body now pending (or, to the knowledge of Mortgagor, threatened) against or affecting Mortgagor, the Land or any of the other Collateral as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, or (ii) that involve this Mortgage.

3.08 Title.

(a) To Mortgagor's knowledge, the identification of the Mortgaged Property in Sections 2.01(a)-(h) of this Mortgage, including Exhibit 2.01(a) attached hereto and incorporated herein, is true and correct in all material respects. To Mortgagor's knowledge, Exhibit 2.01(a) is in a form that, when appended to this Mortgage, are adequate and sufficient for acceptance by Caribou County, Idaho for the recording of real property instruments.

(b) Mortgagor is the exclusive owner or lessee of, and has good and marketable title to the Mortgaged Property which title is superior and paramount to any adverse claim or right of title which may be asserted, subject to Permitted Liens and, with respect to leases, the ownership rights of the respective lessors.

3.09 Reserved.

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3.10 Permits, Approvals and Authorizations. Mortgagor has all necessary and appropriate permits, approvals and authorizations to operate its plant in Soda Springs, Idaho in the manner it which it currently operates the plant, and, to Mortgagor's knowledge, there are no pending claims of default with respect to such permits, approvals and authorizations. Nor, to Mortgagor's knowledge, is there a pending challenge to the validity of any such permits, approvals and authorizations. Mortgagor has all necessary and appropriate permits, approvals and authorizations to operate the Rasmussen Valley Mine and the Lanes Creek Mine in the manner in which it current operates such mines, and, to Mortgagor's knowledge, there are no pending claims of default with respect to such permits, approvals and authorizations. Nor, to Mortgator's knowledge, is there a pending challenge to the validity of any such permits, approvals and authorizations. Mortgagor is in the process of pursuing all necessary and appropriate permits, approvals and authorizations to operate the Husky 1 Project and the North Dry Ridge Project in in the manner in which it operates similar projects.

3.11 Payment of Taxes. Mortgagor has filed or caused to be filed all material federal, state and local tax returns which to the knowledge of Mortgagor are required to be filed and has paid or caused to be paid all material taxes as shown on such returns or any assessment received by Mortgagor to the extent that such taxes or assessments have become due, except such as may be diligently contested in good faith and by appropriate proceedings or as to which a bona fide dispute may exist and for which adequate reserves are being maintained. All Taxes, assessments, maintenance fees and other amounts required to maintain the have been paid in full.

3.12 Compliance with Laws. With respect to the Mortgaged Property and operations thereon, Mortgagor has complied in all material respects with all applicable local, state and federal laws, including Environmental Laws, and regulations relating to the operation of the Mortgaged Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and Mortgagor is not aware of any investigation (other than a routine inspection) of Mortgagor or the Mortgaged Property by any local, state or federal agency with respect to enforcement of such laws and regulations. The existing and planned use of the Mortgaged Property complies or will comply with all applicable legal requirements, including but not limited to applicable regulations and restrictive covenants affecting the Land, as well as all environmental, ecological, landmark and other applicable laws and regulations; and all requirements for such use have been satisfied to the extent necessary for the current operations involving the Land, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Other than as allowed by or in compliance with applicable federal, state and local laws and except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no release, emission or discharge into the environment of hazardous substances, as defined under any Environmental Law, has occurred or is presently occurring or will occur in operating its activities on the Mortgaged Property in their intended form in excess of federally or state permitted releases or reportable quantities, or other concentrations, standards or limitations under the foregoing laws or under any other federal, state or local laws, regulations or governmental approvals in connection with the construction, operation, ore treatment, heap leaching, fuel supply, power generation and transmission or waste disposal, or any other operations or processes on the Mortgaged Property. The Mortgaged Property and Mortgagor's use and proposed use thereof are not and will not be in violation of any environmental, occupational safety and health or other applicable law now in effect, the effect of which violation, in any case or in the aggregate, would

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materially adversely affect the Lands or Mortgagor's use thereof, or which, in any case or in the aggregate, would impose a material liability on Mortgagee or the Lenders or jeopardize the interest of the Mortgagee or the Lenders in the Collateral. Mortgagor has no knowledge of any past or existing violations of any such laws, ordinances or regulations issued by any governmental authority.

3.13 Infrastructure and Access. All of the services, utilities, ingress and egress roadways, means of transportation, rights of access and passage, equipment and materials or supplies necessary for Mortgagor to develop, operate and maintain its activities on the Land, as currently being conducted, and in accordance with applicable Law, permits, approvals and authorizations, are available and in place.

ARTICLE IV
COVENANTS

4.01 Affirmative Covenants. Mortgagor covenants and agrees that so long as the Release Date has not occurred:

(a) Due Payment. Mortgagor will promptly pay when due, or within any applicable grace periods with respect thereto, any and all amounts for which it is obligated under the terms of the Credit Agreement, this Mortgage, and each other Loan Document to which it is a party and will comply with all of the terms and provisions thereof and hereof;

(b) Perfection; Maintenance of Liens. Mortgagor shall promptly, at Mortgagor's own expense execute such documents and provide such authorizations as Mortgagee may request so that Mortgagee may file and refile in such offices, at such times and as often as may be necessary, any instrument as may be necessary to create, perfect, maintain and preserve the Liens intended to be created hereby and the rights and remedies hereunder; shall promptly furnish to Mortgagee evidence satisfactory to Mortgagee of all such filings and refilings; and otherwise shall do all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the Liens intended to be created hereby as a valid lien of first priority on Mortgaged Property and a perfected security interest in the UCC Collateral, subject to Permitted Liens;

(c) Maintenance of Real Property. Mortgagor will (i) each of the assets subject to Section 2.01(f) hereof owned, held or hereafter acquired by or for Mortgagor and necessary or appropriate to its operations on the real property described in Exhibit 2.01(a) to be kept in full force and effect by the payment of whatever sums may become payable and by the fulfillment of whatever other obligations, and the performance of whatever other acts may be required to the end that forfeiture or termination of each such interest shall be prevented unless the termination, forfeiture or other relinquishment of the interest is authorized by any operating plan or plan of operations then in effect thereunder, (ii) conduct all mining, processing, exploratory work and related operations and activities in accordance with applicable federal, state and local Laws and good and minerlike practice, (iii) maintain Mortgagor as the sole owner of, and retain exclusive possession of, all real property described in Exhibit 2.01(a), free and clear of all Liens except for the Permitted

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Liens, (iv) permit Mortgagee, through its employees, representatives and agents, to enter upon the Mortgaged Property at any time, subject to appropriate safety procedures, for the purpose of investigating and inspecting the condition and operation of the Collateral, and do all other things necessary or proper to enable Mortgagee to exercise this right upon reasonable notice at such times as Mortgagee may reasonably request, and (v) do all other things necessary to preserve and maintain the right, title and interest of Mortgagee in the Collateral. Mortgagor shall not abandon all or any portion of the Land that is producing or capable of commercial production or forfeit, surrender or release any material lease, sublease, operating agreement or other agreement or instrument comprising or affecting the Collateral without Mortgagee's consent;

(d) Maintenance of Collateral. Mortgagor will keep all Improvements, fixtures and tangible UCC Collateral of every kind now or hereafter included in the Collateral in good working order and condition (ordinary wear and tear excepted), and all repairs, renewals, replacements, additions, substitutions and improvements needful to such end shall be promptly made. Mortgagor will comply fully with all of the terms and conditions of all leases, agreements and other instruments of title and all rights and privileges necessary for the proper operation of such leases and instruments, and otherwise do all things necessary to keep Mortgagor's and Mortgagee's rights and interests in the Collateral unimpaired;

(e) Compliance with Laws and Permits. Mortgagor will (i) comply with all lawful rulings and regulations of each regulatory authority having jurisdiction over the Collateral; (ii) conduct any and all operations and activities on the Land in compliance with all applicable Laws; (iii) reclaim the Land in accordance with applicable federal, state and local Laws and all approvals, authorizations and permits; and (iv) obtain and maintain in full force and effect all approvals, authorizations and permits necessary or appropriate for the use or operation of the Mortgaged Property, in each case as currently conducted;

(f) Payment of Obligations. Mortgagor will pay when due all liabilities and obligations of any nature, including all liabilities and obligations for labor, material, equipment and contracted services, incurred in or arising from the administration, operation or use of the Mortgaged Property and the other Collateral;

(g) Protection of Collateral. Mortgagor will protect every material part of the Collateral from removal, destruction and damage, and will protect same from the doing or suffering to be done of any act, other than the use of the Collateral as hereby contemplated, whereby the value of the Collateral may be lessened;

(h) Insurance. Mortgagor will carry (i) workmen's compensation insurance covering persons who are employed by or for the benefit of Mortgagor in compliance with applicable laws, and (ii) other insurance as required by the Loan Documents;

(i) Further Assurances. Mortgagor shall execute, acknowledge and deliver to Mortgagee all and any such other and further instruments, documents and certificates and do and perform such other acts as in the opinion of Mortgagee may be necessary or

desirable to implement, effect and maintain the intent of this Mortgage, upon the reasonable request of Mortgagee, and at Mortgagor's expense;

(j) Defend Title. Mortgagor warrants and shall forever defend the Collateral against every person whomsoever lawfully claiming the same or any part thereof, and Mortgagor shall maintain and preserve the Liens herein created until the Release Date. If the title or the right of Mortgagor or Mortgagee to the Mortgaged Property or the UCC Collateral or any part thereof shall be challenged or attacked, either directly or indirectly, or if any legal proceedings are commenced against Mortgagor or all or any portion of the Mortgaged Property, Mortgagor shall promptly give written notice thereof to Mortgagee and, at Mortgagor's own expense, shall proceed diligently to defend against any such attack or proceedings, and Mortgagee may take such independent action in connection therewith as it may, in its reasonable discretion, deem advisable to protect its interest in the Collateral, and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee in connection therewith shall be a demand obligation owing by Mortgagor, and shall bear interest at the Default Rate from the date such expenses are incurred until paid;

(k) Change in General Mining Law. In the event of the repeal or modification of the current General Mining Law of 1872 during the term of this Mortgage, such that the interest of Mortgagor in Mortgaged Property which are material to the exploration, development or operation of the Mortgaged Property is affected, modified or transformed, Mortgagor will use commercially reasonable efforts to retain its interest in those lands and will consult with Mortgagee to determine how best to preserve the interest of Mortgagor and the interest of Mortgagee in the affected Collateral, and Mortgagor shall take no action, which in the reasonable opinion of Mortgagee or their counsel could adversely affect or impair their interest in the Collateral or under this Mortgage;

(l) Information. Mortgagor shall promptly furnish to Mortgagee such information concerning Mortgagor, Mortgagor's business affairs and financial condition, the Collateral and the operations and financial condition of Mortgagor, as Mortgagee may reasonably request; and

(m) Access. Mortgagor shall keep proper books, records and accounts in which complete and correct entries shall be made of Mortgagor's transactions in accordance with generally accepted accounting principles, and shall keep the records concerning the accounts and contract rights included in the Collateral at Mortgagor's place of business, and Mortgagee shall have the right to inspect such records, and Mortgagor shall furnish copies upon reasonable request and upon reasonable notice.

4.02 Negative Covenants. Mortgagor covenants and agrees that, so long as the Release Date has not occurred, Mortgagor shall not, either directly or indirectly:

(a) No Disposition of Assets. Except as permitted under the Credit Agreement or the Security Agreement, sell, transfer, assign, convey or otherwise dispose of all or any part of the Collateral;

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(b) No Debt. Except as permitted under the Credit Agreement, incur, create, issue, assume or permit any borrowing or indebtedness to exist or incur, create or enter into any guaranty of any obligation of any other person or entity;

(c) No Liens. Except as permitted under the Credit Agreement, incur, create, grant, assume, allow or suffer to exist any Lien on all or any part of the Mortgaged Property or any other Collateral, except Permitted Liens; or

(d) Changes in Business. Except as permitted under the Credit Agreement, liquidate or dissolve, or enter into any consolidation, merger, amalgamation, or sale or enter into any partnership, joint venture or other combination, where such transaction involves a contribution by Mortgagor of all or a significant portion of the Collateral, or sell, lease or dispose of Mortgagor's business or assets.

ARTICLE V
RIGHTS AND REMEDIES

5.01 Event of Default. An "Event of Default" under the Credit Agreement shall be an Event of Default under this Mortgage.

5.02 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure and to sell, to the extent permitted by law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Cumulative of the foregoing and the other provisions of this Section 5.02 as to the Mortgaged Property now or hereafter located in, or otherwise subject to the law of, the State of Idaho, Mortgagee may foreclose this Mortgage by filing an action in foreclosure in any county in Idaho where any part of the Mortgaged Property is located, or in Federal Court for the District in which any of the Mortgaged Property is located. Nothing contained in this Section 5.02 shall be construed so as to limit in any way Mortgagee's rights to sell the Mortgaged Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Mortgagor hereby irrevocably appoints Mortgagee with full power of substitution to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee; provided that Mortgagee shall not exercise such power unless an Event of Default has occurred and is continuing. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Mortgagee to have

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physically present, or to have constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver to Mortgagee any portion of the Mortgaged Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Mortgagee shall contain a general warranty of title, binding upon Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Guaranteed Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Mortgagee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of Mortgagee or of such other Person making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Guaranteed Indebtedness (in the order of priority set forth in Section 5.15 hereof) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the UCC with reference to the UCC Collateral and (ii) Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to Mortgagee under any other provision of this Mortgage or under any other Security Document. Written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral which is personal property subject to the provisions of the UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

5.03 Mortgagee and Agents. Mortgagee may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee, its successor or substitute. If Mortgagee or its successor or substitute shall have given notice of sale hereunder, any successor or mortgagee agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or mortgagee agent conducting the sale.

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5.04 Judicial Foreclosure; Receivership. If any of the Guaranteed Indebtedness shall become due and payable and shall not be promptly paid, Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at the Default Rate.

5.05 Foreclosure for Installments. Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Guaranteed Indebtedness which have not been paid when due through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Guaranteed Indebtedness as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Guaranteed Indebtedness, and any such sale shall not in any manner affect the unmatured portion of the Guaranteed Indebtedness, but as to such unmatured portion of the Guaranteed Indebtedness this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Guaranteed Indebtedness, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Guaranteed Indebtedness without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Guaranteed Indebtedness.

5.06 Separate Sales. The Collateral may be sold in one or more parcels and to the extent permitted by applicable law in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

5.07 Possession of Collateral. Mortgagor agrees to the full extent that, in case one or more of the Events of Default shall have occurred and be continuing, then Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Collateral in the possession of Mortgagor, its successors or assigns, or its agents or servants, and may exclude Mortgagor, its successors or assigns, and all Persons claiming under Mortgagor, and its agents or servants wholly or partly therefrom; and, holding the same, Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. All costs, expenses and liabilities of every character incurred by Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Guaranteed Indebtedness.

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5.08 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other Person claiming any interest in the Collateral by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

5.09 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power, privilege and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the UCC and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by Mortgagee or any other Secured Party in the exercise of any right, power, privilege or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

5.10 No Release of Obligations. Neither Mortgagor nor any other Person hereafter obligated for payment of all or any part of the Guaranteed Indebtedness shall be relieved of such obligation by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or of any Person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under the Credit Agreement or any other Security Document; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to the Borrower, Mortgagor, any other Guarantor or such other Person, and in such event the Borrower, Mortgagor, any other Guarantor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except upon the occurrence of the Release Date.

5.11 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien in and to the Collateral, and without in any way releasing or diminishing

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the liability of any Person liable for the repayment of the Guaranteed Indebtedness. For payment of the Guaranteed Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

5.12 Sales Acknowledgment. Any and all statements of fact or other recitals made in any deed or deeds, sheriff's certificate of sale, or other instruments of transfer, given in connection with a sale as to nonpayment of the Guaranteed Indebtedness or as to the occurrence of any Event of Default, or as to Mortgagee's having declared all of the Guaranteed Indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the Mortgaged Property to be sold having been duly given, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. With respect to any sale held in foreclosure of the Liens covered hereby, it shall not be necessary for Mortgagee, any public officer acting under execution or order of the court or any other Person, to have physically present or constructively in his/her or its possession either at the time of or prior to such sale, the Mortgaged Property or any part thereof.

5.13 Waiver of Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's or any other Secured Party's intention to accelerate maturity of the Guaranteed Indebtedness or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for hereunder or under the Security Documents or available at law; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

5.14 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Security Document and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Guaranteed Indebtedness, this Mortgage, the Credit Agreement, the other Security Documents, the Collateral and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

5.15 Application of Proceeds. The proceeds of any sale of the Collateral or any part thereof and all other monies received by Mortgagee in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all expenses incurred by Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement, any other Security Document or any of the Guaranteed Indebtedness (including, without limiting the generality of the foregoing,

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expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees and legal fees), and to the payment of all other charges, expenses, liabilities and advances incurred or made by Mortgagee under this Mortgage or in executing any power hereunder; and

(b) Second, as set forth in Section 4.01(b) of the Credit Agreement.

ARTICLE VI
MISCELLANEOUS

6.01 Instrument Construed as Mortgage, Etc. This Mortgage may be foreclosed at the option of Mortgagee as to any or all such portions of the Collateral in any manner permitted by the laws of the State of Idaho. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, fixture filing, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

6.02 Release of Mortgage.

(a) After the Release Date, Mortgagee shall promptly cause satisfaction, termination, release, reassignment and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction, termination, release, reassignment and discharge as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

(b) If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by Mortgagor in a transaction permitted by the Credit Agreement, then Mortgagee, at the request and sole expense of Mortgagor, shall promptly execute and deliver to Mortgagor all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property.

6.03 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Mortgagee and the other Secured Parties in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

6.04 Successors and Assigns of Parties. The terms used to designate Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

6.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding Lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced at Mortgagor's request, and Mortgagee and the Lenders shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, security interests, charges or

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encumbrances, irrespective of whether said Liens are or have been released, and it is expressly understood that, in consideration of the payment of such other indebtedness, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of Mortgagee and its successor and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

6.06 Application of Payments to Certain Obligations. If any part of the Guaranteed Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Guaranteed Indebtedness, then all payments made shall be applied on said Guaranteed Indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

6.07 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

6.08 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified in Section 6.12 (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

6.09 Final Agreement. This Mortgage and the other Loan Documents represent the final agreement among the parties hereto and thereto and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

6.10 Governing Law. This Mortgage shall be construed under and governed by the laws of the State of Idaho.

6.11 Consent to Jurisdiction. Should Mortgagee find it necessary to commence litigation to enforce any right or remedy to which it is entitled under this Mortgage, including without limitation to foreclose the Liens provided for herein against the Mortgaged Property, Mortgagor consents to the jurisdiction of the federal courts sitting in the State of Idaho, and to the jurisdiction of the Sixth Judicial District Court, State of Idaho, in and for the County of Caribou.

6.12 Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) are situated. This Mortgage shall also be effective as a financing statement covering As-

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Extracted Collateral, including minerals or the like (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated. In addition, Mortgagor hereby grants permission to and authorizes Mortgagee, its counsel or its representatives, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of Mortgagee in such form and in such offices as Mortgagee reasonably determines appropriate to perfect the security interests of Mortgagee under this Mortgage. The Mortgagor also authorizes Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of Mortgagor", "all personal property of Mortgagor" or words of similar effect. The Mortgagor shall pay all costs of filing such instruments. In connection with the foregoing, the following information is provided:

Name and Address of Secured Party:	Oaktree Fund Administration, LLC, as Administrative Agent Attn: Oaktree Agency 333 S. Grand Avenue 28th Floor Los Angeles, CA 90071 Email: Oaktreeagency@alterdomus.com
Name and Address of Mortgagor:	Itafos Conda LLC 109 North Post Oak Lane Suite 405 Houston, TX 77024 Attn: Legal Department Email: legal@itafos.com

6.13 Exculpation Provisions. **Mortgagor specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in it assuming the liability inherent in some aspects of the transaction and relieving Mortgagor of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."**

6.14 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the

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applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein. The words "include", "includes" and "including" as used in this Mortgage shall be deemed to be followed by the phrase "without limitation".

6.15 Reserved.

[SIGNATURES BEGIN NEXT PAGE]

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EXECUTED on this 12th day of January, 2022, to be effective as of the Effective Date.

ITAFOS CONDA LLC

Name: George Burdette
Title: Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 12, 2022 by George Burdette, as Chief Financial Officer of Itafos Conda LLC, a Delaware limited liability company, and he acknowledged to me he executed the instrument on behalf of the limited liability company.

Notary Public

Seal:

MELISSA REYES
Notary Public, State of Texas
Comm. Expires 06-10-2024
Notary ID 130697012

My commission expi

SUBMITTED
MAY 24 2023

Exhibit 2.01(a)

Tract 1:

Township 8 South, Range 42 East of the Boise Meridian:

A tract of land located in Sections 9 and 16, township and range aforesaid, more particularly described as follows:

Beginning at the Northeast corner of said Section 16;
Thence South 89°22'44" West 1324.20 feet (S 89°22'54" W 1323.72 ft. rec.) to a found monument at the Northwest corner of the NE¼NE¼ of said Section 16, which is the TRUE POINT OF BEGINNING, and running
Thence South 00°44'21" East 665.96 feet to a point on the Westerly right of way of Monsanto Co. Haul Road right of way;
Thence South 28°19'30" West 224.91 feet along said right of way to the PC of a 3°51'54" curve to the left;
Thence along said curve through a central angle of 19°07'37", a distance of 494.86 feet to a fence line (Chord = S 17°49'19" W 492.56 ft.);
Thence South 89°13'54" West 1620.71 feet along said fence to a fence corner;
Thence North 24°27'11" West 559.55 feet;
Thence North 04°48'32" West 291.00 feet (N 04°48'07" W 291.27 ft. rec.);
Thence North 29°54'15" West 187.77 feet (N 29°55'57" W 187.79 ft. rec.);
Thence North 04°07'54" East 156.87 feet (N 04°16'42" E 156.77 ft. rec.);
Thence North 00°25'25" East 107.41 feet (N 00°09'09" E 107.48 ft. rec.);
Thence North 14°46'49" West 112.77 feet (N 14°40'46" W 99.43 ft. rec.);
Thence North 89°38'24" East 1159.26 feet (N 89°15'05" E rec.);
Thence North 00°27'07" West 6635.22 feet (N 00°27'11" W 6639.82 ft. rec.);
Thence North 00°11'35" West 834.41 feet (N 00°09'04" W 835.44 ft. rec.);
Thence North 37°01'52" West 329.31 feet (N 37°05'55" W 329.32 ft. rec.);
Thence North 89°45'16" East 396.37 feet;
Thence South 00°09'04" East 1098.15 feet (S 00°09'04" E 1098.96 ft. rec.);
Thence South 89°45'16" West 99.65 feet (S 89°45'16" W 99.00 ft. rec.);
Thence South 00°00'44" East 1303.87 feet (S 00°00'44" E 1304.77 ft. rec.);
Thence West 29 feet;
Thence South 00°30'53" East 3449.16 feet (S 00°30'53" E 3451.55 ft. rec.);
Thence South 00°31'39" East 1881.77 feet (S 00°31'39" E 1883.06 ft. rec.);
Thence North 89°19'10" East 98.16 feet (N 89°15'05" E 99 ft. rec.);
Thence North 00°30'53" West 1878.74 feet (N 00°31'39" E 1876.90 ft. rec.);
Thence North 00°30'00" West 1608.96 feet (N 00°30'53" W 1608.5 ft. rec.);
Thence South 89°58'25" East 2257.17 feet (S 89°59'57" E 2267.09 ft. rec.), to the Westerly right of way line of the Monsanto Co. Haul Road;
Thence along said right of way line South 00°02'46" East 1130.78 feet (S 01°15' E rec.), to the Point of Spiral of a 03°04'50" curve to the right;
Thence 1107.02 feet along said curve with 197.04 foot spirals on each end to the PT (Chord

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= S 13°58'14" W 1091.52 ft.);
Thence South 27°59'14" West 1423.50 feet; (S 26°57' W rec.) to an angle point in said right of way;
Thence South 28°19'30" West 27.60 feet to a point on the North line of the NE¼NE¼ of said Section 15;
Thence South 89°22'44" West 388.70 feet;
To the TRUE POINT OF BEGINNING

Tract 2:

A tract of land located in Sections 10, 11, 15 and 16, township and range aforesaid, more particularly described as follows:

Beginning at the Northeast corner of said Section 16, and running
Thence North 1645.23 feet along the West line of said Section 10, to a point on the Easterly right of way line of Monsanto Co. Haul Road, said point is on a 2°55'24" curve left whose center point bears North 72°38'15" West;
Thence Northeasterly along said curve through a central angle of 06°43'33" a distance of 230.08 feet; (Chord = N 14°01'54" E 229.93 ft.);
Thence East 150.45 feet (E 206.46 ft. rec.) to a found 1/2" rebar;
Thence North 89°42'28" East 718.50 feet (N 89°42'58" E 717.97 ft. rec.);
Thence North 14°23'16" East 155.80 feet (N 14°30'47" East 156.19 ft. rec.);
Thence North 02°21'49" East 152.68 feet (N 02°11'53" E 152.43 ft. rec.);
Thence North 00°25'38" East 268.39 feet (N 00°25'23" E 268.34 ft. rec.);
Thence North 11°15'36" East 207.81 feet (N 11°15'14" E 207.84 ft. rec.);
Thence South 89°57'58" East 264.57 feet (S 89°57'58" E 265.36 ft. rec);
Thence North 89°22'02" East 1367.94 feet (N 89°20'53" E 1367.82 ft. rec.);
Thence South 88°37'05" East 2632.30 feet (S 88°39'06" E 2630.64 ft. rec.);
Thence South 00°55'10" East 1298.52 feet (S 00°40'41" E 1296 ft. rec.);
Thence South 87°53'47" East 1286.39 feet (S 87°39'18" E 1283.86 ft. rec.);
Thence South 00°05'50" West 1301.77 feet (S 00°20'19" W 1298.17 ft. rec.);
Thence North 87°28'38" West 1275.05 feet (N 87°39'52" W 1276.32 ft. rec.), to the Southeast corner of said Section 10;
Thence North 00°41'34" West 64.99 feet (N 00°41'41" W 65 ft. rec.);
Thence North 85°22'37" West 1463.90 feet (N 85°23'22" West 1463.95 ft. rec.);
Thence South 00°00'45" West 174.99 feet (S 175 ft. rec.);
Thence North 89°41'12" West 1191.49 feet (N 89°41'57" W 1191.53 ft. rec.);
Thence South 89°33'12" West 1103.05 feet (S 89°32'27" W 1103.09 ft. rec.);
Thence South 00°34'10" East 750.13 feet (S 00°36'59" E 750.44 ft. rec.), to the Northerly right of way line of the County Road;
Thence along said right of way line South 70°31'37" West 234.12 feet (S 70°37'00" W 234.48 ft. rec.), to a found monument;
Thence South 70°31'37" West 41.37 feet (S 71°09'18" W 64.85 ft. rec.) to the PC of a 1383.49 foot radius tangent curve to the right;
Thence Southwesterly along said curve through a central angle of 24°34'51" a distance of 593.54 feet; to the Southeasterly corner of Intermountain Gas Co. tract (Chord = S 82°49'04" W 589.00 ft.);
Thence North 07°32'40" East 62.00 feet (N 85 ft. rec.);
Thence North 82°22'00" West 42.50 feet; (W 30 ft. rec.);
Thence South 07°32'40" West 48.35 feet; (S 85 ft. rec.);
Thence North 82°22'00" West 19.00 feet;
Thence South 07°28'27" West 14.96 feet to a point on said Northerly right of way which is on a 1383.49 foot radius nontangent curve whose center point bears North 07°56'36" East;
Thence Northwesterly along said curve through a central angle of 07°29'32" a distance of 180.91 feet; to a found monument (Chord = N 78°38'17" W 180.78 ft.);
Thence continuing Northwesterly along said curve through a central angle of 00°45'33", a

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distance of 18.33 feet to the PT of a curve (Chord = N 74°05'18" W 18.33 ft.);
Thence North 74°05'39" West 521.19 feet along said right of way line to the PC of a 1285.11 foot radius tangent curve to the left;
Thence Southwesterly along said curve through a central angle of 70°30'27" a distance of 1581.44 feet to a point of intersection with the Easterly right of way line of the Monsanto Co. Haul Road (Chord = S 70°39'07" W 1483.53 ft.), said point is on a 1382.39 foot radius nontangent curve to the right;
Thence Northeasterly along said curve through a central angle of 12°21'10" a distance of 298.04 feet to the PT (Chord = N 21°08'17" E 297.46 ft.);
Thence North 28°19'30" East 1013.83 feet along said haul road to an angle point;
Thence North 27°59'14" East 27.33 feet to a point on the North line of said Section 16;
Thence North 89°22'44" East 840.41 feet (E 841 ft. rec.);
To the Point of Beginning
EXCEPT THEREFROM, any portion thereof lying within the right of way of the Oregon Short Line Railroad company railroad as disclosed by Release and Quit Claim Deed executed by El Paso Products Services Company, a Texas corporation, by instrument dated May 19, 1972, recorded November 3, 1976, under Recorder's Instrument No. 88858, in the microfilm records of Caribou County, Idaho.

Tract 3:

A tract of land located in Section 16, township and range aforesaid, more particularly described as follows.

Beginning at the Northeast corner of said Section 16, Thence South 00°12'34" East 1308.39 feet to the TRUE POINT OF BEGINNING, and running
Thence South 89°54'34" West 592.01 feet along an existing fence;
Thence North 00°40'50" West 452.77 feet (N 00°40'50" W rec.), to a point on the South right of way line of the Conda Branch of the Oregon Short Line Railroad, said point is on a 1095.91 feet radius nontangent curve whose center point bears South 10°01'40" East;
Thence Southeasterly along said curve through a central angle of 22°10'35" a distance of 424.17 feet, to the Point of Curve to Spiral (Chord = S 88°55'38" E 421.53 ft.);
Thence along a 3°27'02" spiral right through a distance of 131.99 feet, to the PT (chord = S 75°37'44" E 131.99 ft.);
Thence South 74°28'43" East 48.38 feet along said right of way line;
Thence South 00°12'34" East 394.76 feet
to the TRUE POINT OF BEGINNING.

Tract 4, Parcel A:

Township 8 South, Range 42 East of the Boise Meridian:

Sections 3 and 10: Beginning at the Northwest corner of said Section 10; Thence South 89°57'59" East 624.13 feet (South 89°59'02" East 623.54 feet by record) along the North line of said Section 10 to a 5/8" cap set on the Easterly right of way line of the Oregon Short Line Railroad (OSLRR), said point being 8.5 feet perpendicular to the centerline of the main track, the True Point of Beginning;
Thence South 89°57'59" East 693.22 feet (South 89°59'02" East 693.80 feet by record) along said North line of Section 10 to the West 1/16th corner on said North line;
Thence North 00°11'01" East 1161.75 feet (North 0°11'31" East 1186 feet by record) to a cap set on the East right of way line of said OSLRR, said right of way being 10 feet perpendicular to the center of the main track, said point being on a 1920.08 foot radius nontangent curve concave to the Northwest whose center point bears North 74°33'33" West;
Thence Northeasterly along said curve through a central angle of 12°54'48", a distance of 432.75 feet to the point of curve to spiral (Chord = North 08°59'03" East 431.83 feet);

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Thence along a 02°14'39" spiral to the left through a distance of 150.41 feet to the point of tangency (chord = North 01°01'51" East 150.39 feet);
Thence North 00°16'58" East 181.05 feet (North 0°54'30" West a distance of 180.22 feet by record) to the point of spiral;
Thence along a 03°00'38" spiral to the right through a distance of 149.51 feet to the point of spiral to curve. (Chord = North 01°17'11" East 149.49 feet) with a 1422.70 foot radius curve to the right;
Thence Northeasterly along said curve through a central angle of 20°38'15", a distance of 512.44 feet to the point of curve to spiral (chord = North 13°36'31" East 509.68 feet);
Thence along a 01°44'43" spiral to the right through a distance of 86.65 feet (Chord = North 25°20'59" East: 86.64 feet) to a cap;
Thence South 89°23'44" East 30.94 feet to a found brass cap monument;
Thence South 89°23'44" East 1064.57 feet (North 89°43'01" East: 1069.85 feet by record) to the Center Quarter corner of said Section 3 (a found brass cap monument marked C 1/4 bears South 86°33'45" East: 5.30 feet);
Thence South 00°17'16" West 2632.08 feet (South 00°29'43" East 2631.95 feet by record) to the Quarter Corner between Sections 3 and 10;
Thence South 00°13'02" East 2640.43 feet (South 00°13'37" East: 2641.01 feet by record) to a found brass cap monument property corner;
Thence South 89°22'02" West 1357.94 feet (South 89°20'53" West 1357.82 feet by record) to a found property corner;
Thence North 89°57'53" West 264.57 feet (North 89°57'58" West 265.36 feet by record);
Thence South 11°15'36" West 207.81 feet (South 11°15'14" West 207.84 feet by record);
Thence South 00°25'38" West 268.29 feet (South 00°25'23" West 268.34 feet by record);
Thence South 02°21'49" West 152.68 feet (South 02°11'53" West 152.43 feet by record);
Thence South 14°23'16" West 155.80 feet (South 14°30'47" West 156.19 feet by record);
Thence South 89°42'28" West 718.50 feet (South 89°42'56" West 717.97 feet by record) to a found 1/2" rebar;
Thence North 06°08'14" East 484.48 feet (North 06°06'41" East: 484.14 feet by record) to a point that is 258 feet distance East from the West line of said Section 10, measured along a straight line drawn at right angles to said West line thereon that is 2350 feet distant North from the Southwest corner of said Section 10 by record;
Thence North 350.00 feet;
Thence North 89°22'47" West 47.37 feet (West 41.50 feet more or less by record) to a point that is by record 8.5 feet East of Track 4-B and is 64.50 feet East of the Centerline of the main track of said OSLRR;
Thence North 00°27'20" West 1124.99 feet (North 0°55' West 1206 feet parallel with the centerline of Track 4-B 1153 feet, more or less by record) to the point of curvature of a 2227.3 foot radius curve to the right;
Thence Northeasterly along said curve through a central angle of 14°15'05", a distance of 554.00 feet to the point of tangency. (Chord = North 06°40'12" East: 552.58 feet);
Thence North 13°47'45" East 18.80 feet to the point of curvature of a 467.80 foot radius curve to the left;
Thence Northeasterly along said curve through a central angle of 04°48'04", a distance of 39.20 feet to the point of tangency (chord = North 11°23'43" East: 39.19 feet);
Thence North 08°59'45" East 238.50 feet (North 11°42' East 237.12 feet by record) to the point of curvature of a 490.80 foot radius curve to the right;
Thence Northeasterly along said curve through a central angle of 08°10'21", a distance of 84.30 feet to the point of tangency (Chord = North 13°04'54" East 84.25 feet);
Thence North 07°57'15" East 113.36 feet (Northeasterly 104 feet more or less, by record) to a point that is by record 8.5 feet Easterly from the headblock of Tract 4-B, and is 8.5 feet Easterly from the centerline of the main track at the record location of the headblock of said Tract 4-B, said point is on a 2283.51 foot radius nontangent curve to the right whose center point bears South 62°52'35" East;
Thence Northeasterly along said curve through a central angle of 10°35'12", a distance of 421.93 feet to the point of curve to spiral (Chord = North 29°25'02" East: 421.33 feet);

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Water District 61E Cold Springs Creek
Annual Meeting Minutes
January 09, 2023 – 6:00PM – Glenns Ferry City Hall

Present: Teresa and Terri McCallum, Kelly and Paula Riggs, Harley and Shelley Riggs and Rich Wootan. The meeting was brought to order by previous year Chair Rich Wootan.

Teresa nominated Rich to be Chair for the meeting, Harley second, motion passed.

Teresa nominated Paula to be meeting Secretary, Kelly second, motion passed.

Minutes: Teresa motioned to approve the minutes, Kelly second, motion passed.

Water Master Report: Rich said he had 29 calls out and 1892 miles. Kelly asked Rich who is the diversion for on the IDWR website that says weir and flowmeter. Rich thinks it is the Government but there is never any reporting on them. Kelly also asked why there are 2 MC Stock diversions, Rich said one runs out one side and the other runs out the other side. Rich said Ellis was just added because they do have a working flowmeter now. Kelly asked why McCullum's lower diversion is not on the list, Rich said it is #120015. Kelly said he wants to know about the other McCallum flow meter that in their transfer to the pivot west of the ranch approval the hearing officer required that there be a flowmeter prior to the pivot running. He asked if Rich reads that. Rich said if it is creek water, he reads it. Kelly said it is comingled water it is a transfer of creek water from the lower section. Reason for clarification is he wants to know if it is measured water and that someone is reading the flowmeter. Rich said yes it goes through the lower CDN meter. Harley wanted to know if there is a total gallonage to stock water? Rich said yes 1.54 CFS for 365 days. Kelly asked how Rich gets the calculation on the report. Example: .23 per day x 30 days x months that it ran gets total cfs on the bottom of the report. Kelly stated that Paula asked for a detail list from IDWR that shows every detail of every water right on the creek. Paula will send it to Rich. Teresa moved to accept the WM report, Kelly second, motion passed.

Financial Report: Teresa gave the treasurer report. Everyone paid assessments, Ellis paid some past dues so that is why the dollar amount is a little higher at $2,095.84. Beginning Balance $8,383.80. Expenses paid were Rich, Workman's Comp and Bank Charges. workman's comp went up from $300 to $402. Total expenses $4,493.00. Ending balance of $5,986.64. Kelly made a motion to approve, Harley second motion passed.

Proposed Budget:
Teresa stated the carryover is $5986.64, all expenses stay the same with 71 call outs, 4,550 miles, workers comp increased to $402, office supplies and bank charges totaling $10,351.00. With the $1,000 slush total to be collected from assessments is $4364.36. Harley motioned to approve the proposed budget, Kelly Second, motion passed.

Adopt 2023 Resolutions:
Teresa said nobody said anything about any changes although she would like to change the date of the annual meeting. It is too hard to get all the year end documents done and out to people in time with it being right after Christmas and New Year's. She recommended that last Monday of January instead of the second Monday. Harley was concerned that moving it later does not leave any time if there are any issues for that years water turn on. He is also concerned with the new King Hill Irrigation pipeline effective this year will impact our meetings. This will impact everyone down below when the canal gets eliminated. is that if we ever had to find a new water master it doesn't give much time to find another before water season. Kelly asked to clarify what the statute says on when the meeting must be done. Harley wanted to know if we should move the meetings to the same day as the other

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local water districts during the day so that a IDWR representative would be here. Teresa said the other districts are the second Tuesday which doesn't solve the problem of timing. Kelly made a motion to move to the last Monday in January with the condition it is allowed. Teresa second, motion passed. Teresa then moved to approve the Resolutions with the date change, Kelly second, Harley said he would not vote since he did not get a copy prior to the meeting. Harley said he would like to see all the documentation prior to the meeting and have time to read everything. Motion passed.

NOTE: Paula verified the next day the statute #42-605 states meetings must be between the 2nd Monday in January and the 4th Tuesday in May so the Resolution motion is correct as stated.

Select Advisory Committee:
Teresa moved to keep the same with all users. Harley second, motion passed.

Elections:
Election of Watermaster: Teresa nominated Rich Wootan, Rich said he would accept but he wanted an assistant. He wants to have his wife April and it would not cost the district any more money, she would be paid his call outs and mileage when she goes out for him. IDWR told Rich he is responsible to pay any assistant not the district. Kelly wanted to know about training her to read the measurements. Rich said he would train her, there isn't anything out there for training. Rich wanted to know if it would affect workman's comp. Harley wants to confirm what the liability would be. Teresa stated that workman's comp is based on dollar amount paid each year not on how many employees. So she said April would be covered. Harley wants to confirm that. Teresa revised her nomination to Rich and April Wootan as Watermasters. Kelly second, motion passed.

NOTE: Paula verified with Idaho Workmans Comp (Tori) that it is based off total wages not individuals so in this case we are covered to add April.

Election of Treasurer: Kelly nominated Teresa, Harley second, motion passed.

New Business:
Paula discussed the new IDWR water master reports and that these reports do not match the assessments users have been charged the last several years. Teresa said she never knew who was who on the diversion numbers so it is in fact wrong. She will get with IDWR and get the correct water usage for each user and go back to 2016 and re-construct all of them. She said the website is very confusing on the watermaster report and suggested herself, Paula and Shelley sit down and go back 7 years and recalculate everyone's assessment to see if any is owed a credit. Kelly suggested April be included in that meeting as new Watermaster. This needs to be done ASAP so Teresa, Paula, Shelley and April will set a meeting and then the revised will be sent out to all users with the corrections and explanation.

Kelly made a motion to adjourn to the last Monday in January which is January 29, 2024. Second by Teresa, motion passed. Next meeting will be January 29, 2024 at 6:00, Glenns Ferry City Hall.

Respectfully Submitted,

Paula Riggs
Secretary

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1. Easement for a road granted by Monsanto Company, a Delaware corporation to El Paso Products Company, a corporation; by Easement dated December 8, 1967, recorded December 29, 1967, Recorder's Instrument No. 62411, records of Caribou County, Idaho. Said easement affects the following described tract located in Section 16, T. 8 S., R. 42 E., B.M., to-wit:

Commencing at the point of intersection of the East line of the W½NE¼ of said Section 16 and the North right of way line of the public road known as Conda Road. Thence in a Westerly direction along the North right of way line of Cond Road to the point of intersection with the West right of way line of the Monsanto's private Haul Road and the place of BEGINNING, and running
Thence in a Northerly direction along the West right of way line of the Monsanto's private Haul Road 90 feet;
Thence in an Easterly direction and parallel with the North right of way line of the Conda Road for a distance of 30 feet;
Thence in a Southerly direction and parallel with the West right of way line of Monsanto's private Haul Road 90 feet to the North right of way line of the Conda Road;
Thence in a Westerly direction 30 feet.
To the Point of Beginning.

2. Right of way for a road granted by Monsanto Company, a corporation, to El Paso Products Company, a corporation, by Easement dated December 8, 1967, recorded December 29, 1967, Recorder's Instrument No. 62412, records of Caribou County, Idaho. Said easement affects a tract in the NE¼NE¼ of Section 16, T. 8 S., R. 42 E., B.M., more particularly described as follows:

A strip of land 25 feet in width lying 12½ feet on each side of a centerline described as follows:

Beginning at a point on the North line of said Section 16, 966.5 feet West of the Northeast corner of said Section 16, and running
Thence South 28°22' West, parallel to and 12.5 feet Westerly from the Westerly right of way fence of Monsanto's Haul Road 757 feet, more or less, to a point on the East 1/16th line of said Section, said point being 663.5 feet South of the North line of said Section 16.

3. Easement for construction and location of road granted by the State of Idaho, by and through the State Board of Land Commissioners and Murrie C. Godfrey and Rhea Godfrey, husband and wife, to El Paso Products Company by State of Idaho Easement, dated February 13, 1968, recorded June 26, 1968, Recorder's Instrument No. 63974, records of Caribou County, Idaho. Said easement affects the NW¼NE¼ of Section 16, T. 8 S., R. 42 E., B.M., more particularly described as follows:

Parcel No. 1.

A strip of land 25 feet wide in the NW¼NE¼ of said Section 16, aforesaid, said strip of land being 12.5 feet left and 12.5 feet right of the following described centerline:

Beginning at a point on the East 1/16th line of said Section, said point being 663.5 feet South of the North line of said Section, and running
Thence South 28°22' West parallel to and 12.5 feet Westerly from the Westerly right of way fence of Monsanto Haul Road 294.8 feet;
Thence South 29°00' West 237.9 feet, to the point of curvature of a 75 foot radius curve to the left;
Thence along said curve 53.6 feet;
Thence South 12°32' East 81.9 feet, more or less, to the point of intersection of said centerline with the Westerly right of way line of the Monsanto Haul Road.

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Parcel No. 2.
A tract of land in the NW¼NE¼ of Section 16, aforesaid, more particularly described as follows:

Beginning at a point on the East 1/16th line of said Section, said point being 689.9 feet South of the North line of said Section, and running
Thence South 28°22' West along the Westerly right of way fence of the Monsanto Haul Road 271.6 feet to the TRUE POINT OF BEGINNING, said point being the point of curvature of a 1055.3 foot radius curve to the left;
Thence North 12°32' West 51.7 feet, to the point of curvature of a 62.5 foot radius curve to the right;
Thence along said curve 44.6 feet, to the point of tangency of said curve;
Thence North 29°00' East 237.9 feet, more or less,
To the TRUE POINT OF BEGINNING.

4. Easement and right to use, service and maintain one existing underground culvert for the purpose of a tails line granted by Monsanto Company, a corporation, to Mountain Fuel Supply Company, a corporation by Easement dated December 22, 1967, recorded January 12, 1968, Instrument No. 62566, records of Caribou County, Idaho. Said easement affects the SW¼SW¼ of Section 3, T. 8 S., R. 42 E., B.M., and more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section and running Thence East 523 feet; Thence North 7 feet, to the TRUE POINT OF BEGINNING, said point is on the West right of way boundary of the Monsanto Haul Road;
Thence North 38°00' East 23 feet;
Thence South 76°00' East 110 feet, to the North boundary of former MFS property;
Thence West 22 feet along the former MFS boundary to within 8'6" of the center of the railroad;
Thence South 38°00' West 17 feet again along the former MFS boundary;
Thence North 76°00' West 91 feet,
To the TRUE POINT OF BEGINNING.
5. Pole Line Easement granted by Monsanto Company, a Delaware corporation to Mountain Fuel Supply Company, a corporation, by easement dated December 22, 1967, recorded January 12, 1968, Recorder's Instrument No. 62567, records of Caribou County, Idaho. Said easement affects the SW¼SW¼ of Section 3, T. 8 S., R. 42 E., B.M., more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section 3, aforesaid and running Thence East 523 feet; Thence North 7 feet, to the TRUE POINT OF BEGINNING, said point is on the West right of way boundary of the Monsanto Haul Road, and running
Thence North 38°00' East 23 feet;
Thence South 76°00' East 110 feet, to the North boundary of the former MFS property;
Thence West 22 feet, along said former MFS boundary to within 8'6" of the center of the railroad;
Thence South 38°00' West 17 feet, again along said former MFS boundary;
Thence North 76°00' West 91 feet,
To the TRUE POINT OF BEGINNING.

6. Easement and right to install, service, maintain and use three corrugated, galvanized steel culverts, as water lines granted by Monsanto Company, a Delaware corporation, to Mountain Fuel Supply Company, a corporation, by easement dated December 22, 1967, recorded January 12, 1968, Recorder's Instrument No. 62568, records of Caribou County, Idaho. Said easement affects a tract of land in the SW¼NW¼ of Section 10, T. 8 S., R. 42 E., B.M., more

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particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section 10 aforesaid: Thence North 3488.0 feet along the Section line to the TRUE POINT OF BEGINNING. aid point is on the West right of way boundary of the Monsanto Haul Road. and running
Thence North 1°15' East 24.0 feet along said right of way:
Thence East 100.0 feet:
Thence South 0°55' East 24.0 feet:
Thence West 100.0 feet.
To the POINT OF BEGINNING.

7. Easement and right of way for a gas pipeline granted by El Paso Products Company to Intermountain Gas Company. by instrument dated July 13, 1967, recorded October 9. 1967. Recorder's Instrument No. 61694, records of Caribou County, Idaho, more particularly described as follows:

An Easement across a plot land located in the W½W½ of Section 10. T. 8 S.. R. 42 E., B.M. and also the NW¼NW¼ of Section 15, T. 8 S.. R. 42 E., B.M. Said easement being 30 feet wide and whose center line is more particularly described as follows:

Commencing at the Northwest corner of said Section 10 and running
Thence North 89°36' East along the North line of said Section 10, a distance of 1282.0 feet, to the Northeast corner of the NW¼NW¼ of said Section 10:
Thence South 0°58' East along the East line of the W½NW¼ of said Section 10. a distance of 1935.0 feet, to the TRUE POINT OF BEGINNING. and running
Thence South 10°45' West 114.36 feet:
Thence South 0°36' East 4093 feet, more or less, to a point on the Northerly right of way line of the Conda Road.

8. Easement for a road right of way granted by El Paso Company. a corporation. to Mountain Fuel Supply Company. a corporation, dated July 13, 1967, recorded December 15. 1967. Recorder's Instrument No. 62280. records of Caribou County, Idaho. Said easement affects Section 10 and 15, T. 8 S.. R. 42 E., B.M.. to wit:

A strip lf land 32 feet wide in Section 10 and Section 15, T. 8 S., R. 42 E., B.M.. said strip of land being 16 feet left and 16 feet right of the following described centerline:

Beginning at a point North 89°36' East 1282.0 feet and South 0°58' East 1935.0 feet from the Northwest corner of said Section 10 and running
Thence South 0°33' East 4190 feet, more or less, to the Northerly right-of-way line of the Conda Road
EXCEPT therefrom that portion of said strip of land lying in the SE¼NE¼ of Section 10. T. 8 S., r. 42 E.. B.M

9. Easement for a right of way granted by El Paso Products Company, a corporation. to Mountain Fuel Supply Company, a corporation. by easement dated July 13, 1967, recorded December 15. 1967. Recorder's Instrument No. 62279. records of Caribou County. Idaho. Said easement affects the following described tracts of land:

Tract No. 1:
A strip of land in the SW¼NW¼ of Section 10. T. 8 S.. R. 42 E., B.M.. described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of Section 10. aforesaid and running
Thence North 3488.0 feet. along said Section line: Thence East 220.0 feet. to the TRUE

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POINT OF BEGINNING, said point being 8.5 feet Easterly from the centerline of the existing EPCO Spur Line.
Thence North 00°55' West 24.0 feet. Thence West 120 feet.
Thence South 0°55' East 24.0 feet. Thence East 230 feet.
To the Point of Beginning.

Tract No. 2.
A tract of land in the E½NE¼ of Section 9, T. 8 S., R. 42 E., B.M., more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southeast corner of Section 9, T. 8 S., R. 42 E., B.M., and running Thence along Section line North 0°26' West 3488.0 feet to the TRUE POINT OF BEGINNING;
Thence West 69.0 feet;
Thence North 0°26' West to the North Section line of Section 9, approximately 181' feet;
Thence Easterly along said Section line 24.0 feet;
Thence South 0°26' East approximately 1793 feet;
Thence East 45.0 feet to the East Section line;
Thence along Section line South 0°26' East 24 feet.
To the Point of Beginning.

10. Easement for culverts and underground pipelines and power cable, granted by Monsanto Company, a Delaware corporation to Nu-West Industries, Inc., a Delaware corporation, by Easement dated August 31, 1995, recorded September 26, 1995, Recorder's Instrument No. 150853, records of Caribou County, Idaho. Said easement affects Section 10, T. 8 S., R. 42 E., B.M., to-wit:

Easement Property 1:
An Easement 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at the Northwest corner of Section 10, T. 8 S., R. 42 E., Boise Meridian.
Thence South along the West line of said Section a distance of 3389.17 feet.
Thence North 86°15'20" East a distance of 63.46 feet to a point on the East right of way line of the Monsanto Haul Road, the True Point of Beginning of the right-of-way hereby granted
Thence South 86°15'20" West 100.52 feet to a point on the West line of said Monsanto Haul Road

Easement Property 2:
An Easement 100 feet in width lying 50 feet on each side of the centerline described as follows:

Beginning at the Northwest corner of Section 10, T. 8 S., R. 42 E., B.M.
Thence South 3498.51 feet along the West line of said Section 10;
Thence North 89°13'31" East 43.08 feet to a point on the East right-of-way line of the Monsanto Hal Road; the True Point of Beginning of the Easement hereby granted;
Thence South 89°13'31" West 102.91 feet to a point on the West right of way line of the Monsanto Haul Road.

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Section 3: A parcel of land in the SW¼SW¼ of said Section 3, described as follows:

Beginning at a found brass cap monumenting the Southwest corner of said Section 3, as shown on that certain record of survey, Instrument No. 148049, Caribou County records, from which found brass cap monumenting the Southeast corner of said SW¼ of Section 3 bears South 89°57'59" East 2634.70 feet; Thence South 89°57'59" East 657.12 feet along the Southerly boundary of said SW¼SW¼ of Section 3 to a point on the Easterly right of way of the Monsanto Co. Haul Road and the O.S.L.R.R., the TRUE POINT OF BEGINNING, and running
Thence North 36°11'55" East 733.08 feet along said Easterly right of way to a point of curvature.
Thence continuing along said Easterly right of way 538.30 feet along a curve to the left having a radius of 1850 feet, a central angle of 16°40'17", tangents of 271.0 feet and long chord which bears North 27°51'46" East 536.40 feet to a point on the Easterly boundary of said SW¼SW¼ of Section 3;
Thence along said Easterly boundary South 00°11'00" West 1066.19 feet to the Southeast corner of said SW¼SW¼ of said Section 3;
Thence along said Southerly boundary of said SW¼SW¼ of Section 3, North 89°57'59" West 680.23 feet.
To the Point of Beginning.

Section 9: A parcel of land in the SE¼ of Section 9, more particularly described as follows:
Beginning at a found brass cap monumenting the Southeast corner of said Section 9, the real point of beginning as shown on that certain record of survey Instrument No. 138153, Caribou County, from which the Northeast corner of said SE¼ of said Section 9 bears North 00°01'10" East 2652.34 feet; and running
Thence South 89°23'59" West 837.95 feet to a point on the Easterly right of way line of Monsanto Co. Haul Road;
Thence North 28°01'27" East 1412.26 feet along said Easterly right of way to a point of curvature;
Thence continuing along said right of way on a curve to the left 458.05 feet having a radius of 2370 feet a central angle of 11°04'25" tangents of 229.754 feet and a long chord which bears North 22°29'15" East 457.34 feet to a point on the Easterly boundary of said SE¼ of Section 9.
Thence South 00°01'10" West 1660.46 feet along said Easterly boundary.
To the Point of Beginning

Section 10: A tract of land in the NW¼ of Section 10, more particularly described as follows:
Beginning at a found brass cap monumenting the Northwest corner of said Section 10, the Real Point of Beginning, as shown on that certain record of survey Instrument No. 148049, Caribou County records, from which a found brass cap monumenting the Southwest corner of said NW¼ of Section 10 bears South 00°00'00" East 2651.90 feet, and running
Thence South 89°57'59" East 512.11 feet along the Northerly boundary of said NW¼ of Section 10 to a found aluminum cap on the Westerly right of way of Monsanto Co. Haul Road.
Thence along the existing right of way fence South 35°57'57" West 226.68 feet to a point of non-tangent curve;
Thence continuing along said right of way fence 1276.80 feet along a curve to the left having a radius of 1965 feet to a central angle of 37°13'44", tangents of 661.85 feet and long chord which bears South 17°35'05" West 1254.45 feet to a point on the Westerly boundary of said

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NW¼ of said Section 10:
Thence North 00°00'00" West 1379.62 feet along said Westerly boundary;
To the Point of Beginning

Section 16: A tract of land in the NE¼NE¼ of Section 16, more particularly described as follows:
Beginning at a found brass cap monumenting the Northeast corner of said Section 16, as shown on that certain record of survey Instrument No. 138153, Caribou County records;
Thence South 89°23'59" West 951.87 feet along the Northerly boundary of said NE¼NE¼ of said Section 16 to a point on the Westerly right of way line of said Monsanto Co. Haul Road, the TRUE POINT OF BEGINNING, and running
Thence continuing South 89°23'59" West 372.33 feet to the Northwest corner of said NE¼NE¼ of Section 16;
Thence South 00°43'06" East 679.64 feet to a point on said Westerly right of way;
Thence along said right of way North 28°01'27" East 774.27 feet
To the Point of Beginning.

Tract 1:

A parcel of land located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 9, from which the West Quarter corner of Section 9 bears South 00°17'08" East 2656.87 feet; Thence South 00°17'08" East 1328.44 feet along the West line of said Section 9, also being the centerline of State Highway 34;
Thence North 89°12'09" East 45.00 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 13175" set on the East right of way line of said State Highway 34, the True Point of Beginning;
Thence North 89°12'09" East 1510.25 feet along the North line of the S½NW¼ of said Section 9, to a 5/8" rebar with cap set on a fence line;
Thence South 01°48'13" West 144.99 feet along said fence line to a 5/8" rebar with cap;
Thence South 30°03'39" West 1395.34 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 89°42'42" West 128.75 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 24°36'38" West 227.52 feet along said fence line to a 5/8" rebar with cap;
Thence North 41°43'40" West 345.61 feet along said fence line to a 5/8" rebar with cap;
Thence North 36°27'10" West 283.62 feet to a 5/8" rebar with cap;
Thence North 36°36'28" West 627.77 feet to a 5/8" rebar with cap set at a fence corner;
Thence North 87°16'47" West 113.03 feet along said fence line to a 5/8" rebar with cap set on said East right of way line;
Thence North 00°17'08" West 100.07 feet along said right of way line to a found right of way monument;
Thence North 89°42'52" East 5.00 feet along said right of way line to a 5/8" rebar with cap;
Thence North 00°17'08" West 2".20 feet along said right of way line;

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To the True Point of Beginning.

Tract 2:

A parcel of land located in Section 9, Township 8 South, Range 42, East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 9, from which the West Quarter corner of Section 9 bears South 00°17'08" East 2656.87 feet; Thence South 00°17'08" East 1328.44 feet along the West line of said Section 9 to the Northwest corner of the S½NW¼ of Section 9, Township 8 South, Range 42, East of the Boise Meridian; Thence North 89°12'09" East 1855.25 feet along the North line of said S½NW¼ to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on a fence line, the True Point of Beginning;
Thence North 89°12'09" East 996.69 feet to a 5/8" rebar with cap set on a fence line, also being the West line of that parcel of land owned by Nu-West as recorded under Instrument No. 134123 in the official records of Caribou County, Idaho;
Thence South 00°35'04" East 3174.90 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 31°33'46" West 746.64 feet along said fence line to a 5/8" rebar with cap;
Thence North 18°23'37" West 1302.27 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence South 87°28'45" West 663.95 feet along said fence line to a 5/8" rebar with cap;
Thence South 49°49'25" West 478.30 feet along said fence line;
Thence North 36°00'23" West 61.81 feet along said fence line;
Thence South 75°59'49" West 117.40 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 15°42'07" West 258.69 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 89°34'44" East 187.92 feet along said fence line to a 5/8" rebar with cap;
Thence South 89°42'42" East 128.75 feet along said fence line to a 5/8" rebar with cap;
Thence North 30°03'39" East 1398.54 feet along said fence line to a 5/8" rebar with cap;
Thence North 01°48'13" East 144.99 feet along said fence line.
To the Point of Beginning.

TOGETHER with a 60.00 foot wide access easement, being 30.00 feet on each side of the following centerline located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the Northwest corner of said Section 9, from which the West Quarter corner of Section 9 bears South 00°17'08" East 2656.87 feet; thence North 89°13'43" East 45.00 feet along the North line of said Section 9 to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 13173" set on the East right of way line of State Highway 34;
Thence South 00°17'08" East 30.00 feet along said right of way line, to the True Point of Beginning;
Thence North 89°13'43" East 2710.14 feet along said centerline;
Thence South 41°23'49" West 1289.24 feet along said centerline;
Thence South 01°48'13" West 342.32 feet along said centerline to the South line of the N½NW¼ of said Section 9.
Sidelines of the above described easement are to lengthen or shorten to terminate on said South line.

Tract 3:

A parcel of land located in Section 4, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

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Beginning at the Southwest corner of said Section 4, from which the South Quarter corner of Section 4 bears North 89°13'43" East 2643.72 feet;
Thence North 00°08'55" East 1405.93 feet along the West line of said Section 4;
Thence North 89°21'20" East 45.00 feet to a found rebar with cap labeled, PLS 4735 set on the East right of way line of Highway 34, said point also being the Southwest corner of that parcel of land owned by Nu-West Industries, Inc.,] as recorded under Instrument No. 170352, in the official records of Caribou County;
Thence North 89°21'20" East 2792.14 feet along the South line of said Nu-West parcel to a found rebar with cap labeled, PLS 4735 set on the West line of that parcel of land owned by Nu-West Industries, Inc., as recorded under Instrument No. 134123, in the official records of Caribou County;
Thence South 00°10'11" East 1399.55 feet along said West line, said line also being a fence line to a found rebar with cap labeled, PLS 13173 set on the South line of said Section 4;
Thence South 89°13'43" West 201.30 feet along said South line to the South Quarter corner of said Section 4;
Thence South 89°13'43" West 2598.71 feet along said South line to a found rebar with cap labeled, PLS 13173 set on said East right of way line of Highway 34;
Thence South 89°13'43" West 45.00.
To the True Point of Beginning.

SUBJECT to a 45.00 foot wide right of way along the West line of above described parcel of the public's right of way over Highway 34, as it currently exists.

ALSO, A parcel of land located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the Northwest corner of said Section 9 from which the West Quarter corner of Section 9 bears South 00°17'08" East 2656.87 feet; Thence North 89°13'43" East 45.00 feet along the North line of said Section 9 to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the East right of way line of State Highway 34, the True Point of Beginning;
Thence North 89°13'43" East 2598.71 feet along the North line of said Section 9 to the North Quarter corner of said Section 9;
Thence North 89°13'43" East 201.30 feet along said North line to a 5/8" rebar with cap set on a fence line, also being the West line of that parcel of land owned by Nu-West as recorded under Instrument Number 134123 in the official records of Caribou County, Idaho;
Thence South 00°35'04" East 1327.10 feet along said fence line to a 5/8" rebar with cap set on the South line of the N½N½ of Section 9;
Thence South 89°12'09" West 2806.94 feet along said South line to a 5/8" rebar with cap set on said East right of way line of State Highway 34;
Thence North 00°17'08" West 1328.42 feet along said right of way line,
To the True Point of Beginning.

Tract 4:

A parcel of land located in Section 9, Township 8 South, Range 42, East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the Southwest corner of said Section 9 from which the West Quarter corner of Section 9 bears North 00°17'08" West 2656.87 feet; Thence North 89°01'28"East 40.00 feet to a found 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the East right of way line of State Highway 34; Thence North 88°46'23" East 1807.45 feet to the beginning of a fence line, the True Point of Beginning;
Thence North 18°54'12" West 1015.72 feet along said fence line to a fence angle point;
Thence North 09°30'33" West 359.02 feet along said fence line to a fence angle point;
Thence North 31°43'17" West 443.15 feet along said fence line to a fence angle point;
Thence North 12°14'56" West 704.87 feet along said fence line to a fence corner;

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Thence North 49°49`25" East 422.79 feet along said fence line to a found 5/8" rebar with cap:
Thence North 87°28`45" East 663.95 feet along said fence line to a found 5/8" rebar with cap:
Thence South 18°23`37" East 1302.27 feet along said fence line to a found 5/8" rebar with cap:
Thence South 31°33`46" East 746.64 feet along said fence line to a found 5/8" rebar with cap set on a fence line, also being the West line of that parcel of land owned by Nu-West as recorded under Recorder's Instrument No. 134123, in the official records of Caribou County;
Thence South 00°35`04" East 802.22 feet along said fence line to a found 5/8" rebar with cap set on the South line of said Section 9;
Thence South 89°30`59" West 1025.37 feet.
To the True Point of Beginning.

Tract 5:

A parcel of land located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the West Quarter corner of said Section 9, from which the Northwest corner of Section 9 bears North 00°17`08" West 2656.87 feet; Thence North 00°17`08" West 24.39 feet along the West line of said Section 9; Thence North 89°45`59" East 40.00 feet to a found 5/8" rebar set on the East right of way line of State Highway 34, the True Point of Beginning;
Thence North 88°26`24" East 165.66 feet to a found 5/8" rebar;
Thence South 59°08`38" East 79.53 feet to a rebar & cap labeled, "A.A. Hudson, PLS 13173";
Thence North 88°58`32" East 553.02 feet to a 5/8" rebar with cap set at a fence corner;
Thence South 15°42`07" East 202.43 feet along a fence line to a found 5/8" rebar with cap;
Thence South 89°28`55" West 840.48 feet to a found 5/8" rebar with cap set on said East right of way line;
Thence North 00°17`08" West 228.87 feet along said right of way,
To the True Point of Beginning.

Tract 6:

A parcel of land located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the West Quarter corner of said Section 9, from which the Northwest corner of Section 9 bears North 00°17`08" West 2656.87 feet; Thence North 00°17`08" West 24.39 feet along the West line of said Section 9; Thence North 89°45`59" East 40.00 feet to a found 5/8" rebar set on the East right of way line of State Highway 34, the True Point of Beginning;
Thence North 00°17`08" West 594.75 feet along said right of way line to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 13173";
Thence North 89°42`52" East 296.76 feet to a 5/8" rebar with cap;
Thence North 69°05`20" East 200.82 feet to a 5/8" rebar with cap;
Thence South 36°27`10" East 283.62 feet to a 5/8" rebar with cap set on a fence line;
Thence South 41°43`40" East 345.61 feet along said fence line to a 5/8" rebar with cap;
Thence South 24°36`58" East 227.52 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence South 89°34`44" West 187.92 feet along said fence line to a 5/8" rebar with cap;
Thence South 88°58`32" West 553.02 feet to a 5/8" rebar with cap;
Thence North 59°08`38" West 79.53 feet to a found 5/8" rebar;
Thence South 88°26`24" West 165.66 feet,
To the True Point of Beginning.

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Tract 7:

A parcel of land located in Section 9, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the West Quarter corner of said Section 9, from which the Northwest corner of Section 9 bears North 00°17'08" West 2656.87 feet; Thence North 00°17'08" West 1201.48 feet along the West line of said Section 9; Thence North 89°35'29" East 40.00 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 13173" set on the East right of way line of State Highway 34, the True Point of Beginning;
Thence South 87°16'47" East 113.03 feet along a fence line to a 5/8" rebar with cap set at a fence corner;
Thence South 36°36'28" East 627.77 feet to a 5/8" rebar with cap;
Thence South 69°05'20" West 200.82 feet to a 5/8" rebar with cap;
Thence South 89°42'52" West 296.76 feet to a 5/8" rebar with cap set on said East right of way line;
Thence North 00°17'08" West 582.46 feet along said right of way line;
To the True Point of Beginning.

Tract 8:

Township 7 South, Range 42 East of the Boise Meridian
Section 33: E½SW¼, S½SE¼, NW¼SE¼.
EXCEPT THEREFROM Beginning at the Southwest corner of said Section 33, from which the South Quarter Corner of said Section 33 bears North 89°38'57" East 2650.88 feet;
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 4735" set on the Easterly right of way line of State Highway 34; Thence North 89°38'57" East 1236.33 feet to a 5/8" rebar with cap set at a fence line, the True Point of Beginning;
Thence North 00°01'34" East 991.50 feet along said fence line to a 5/8" rebar with cap;
Thence North 89°38'57" East 1375.92 feet to a 5/8" rebar with cap set on the East line of the Southwest Quarter of said Section 33;
Thence South 00°23'38" West 991.56 feet to the South Quarter corner of said Section 33;
Thence South 89°38'57" West 1369.55 feet;
To the True Point of Beginning.

Section 34: S½SW¼.

EXCEPT THEREFROM, a parcel of land being 50 feet on the Westerly side and 70 feet on the Easterly side of the following described centerline with a linear distance of 2479.07 feet, more particularly described as follows:

Beginning at a point on the centerline which is North 525 feet and East 2640 feet from the Southwest corner of Section 34, Township 7 South, Range 42 East of the Boise Meridian;
Thence Southwesterly 132.90 feet on a 4°00' curve right with a 200 foot spiral on the South end to the P.T. of the curve;
Thence South 41°35' West 589.55 feet to the P.S. of a curve left;
Thence 1447.38 feet on a 4°00' curve with a 200 foot spiral on each end to a point on the curve and centerline which is East 1750 feet and South 1320 feet from the Southwest corner of Section 34, Township 7 South, Range 42 East of the Boise Meridian.

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Legal Descriptions:

A parcel of land located in Section 9 and 16, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the Southwest corner of said Section 9 from which the West Quarter Corner of Section 9 bears North 00°17'08" West 2656.57 feet.
Thence North 89°01'28" East 40.00 feet to a found 5/8" rebar with cap labeled, "A A Hudson, PLS 13173" set on the East right of way line of State Highway 34, and True Point of Beginning;
Thence North 00°17'08" West 2451.88 feet along said right of way line to a found 5/8" rebar with cap labeled, PLS 4735 set on the Southwest corner of that parcel of land owned by Greg Torgesen and Irene Torgesen, as recorded under Recorder's Instrument No. 167695, records of Caribou County, Idaho.
Thence North 89°28'55" East 840.48 feet along the South line of said Torgesen parcel to a 5/8" rebar with cap labeled, PLS 4735 set on a fence line;
Thence South 15°42'07" East 56.26 feet along said fence line to a found 5/8" rebar with cap;
Thence North 75°59'49" East 117.40 feet along said fence line;
Thence South 36°00'23" East 61.81 feet along said fence line;
Thence North 49°49'25" East 55.51 feet along said fence line to a fence corner;
Thence South 12°14'56" East 704.87 feet along said fence line to a fence angle point;
Thence South 31°43'17" East 443.15 feet along said fence line to a fence angle point;
Thence South 09°30'33" East 359.02 feet along said fence line to a fence angle point;
Thence South 18°54'12" East 1015.72 feet along said fence line to the end of said fence line.
Thence South 89°30'59" West 134.31 feet to a found 5/8" rebar with cap labeled, PLS 4735;
Thence South 14°53'00" East 112.92 feet to a found 5/8" rebar with cap labeled, PLS 3626;
Thence South 107.39 feet to a found 5/8" rebar with cap labeled, PLS 3626;
Thence South 04°07'01" West 156.79 feet to a found 5/8" rebar with cap labeled, PLS 3626;
Thence South 30°03'26" East 187.74 feet to a found 5/8" rebar;
Thence South 04°57'43" East 291.04 feet to a found 5/8" rebar;
Thence South 24°33'53" East 554.62 feet to a found 5/8" rebar with cap set on the South line of the NE¼NW¼ of said Section 16;
Thence South 89°05'05" West 754.15 feet along said South line to a found 5/8" rebar with cap set on the Southwest corner of said NE¼NW¼;
Thence North 00°21'06" West 1326.04 feet along the West line of said NE¼NW¼, to a found 5/8" rebar with cap set on the Northwest corner of said NE¼NW¼;
Thence South 89°01'28" West 1278.24 feet along the North line of said Section 16.
To the Point of Beginning.

Legal Descriptions:

A parcel of land located in Section 10 and 15, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

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Beginning at the Northwest corner of said Section 15, from which the West Quarter corner of Section 15 bears South 00°30'58" East 2650.67 feet.
Thence South 00°30'58" East 331.12 feet along the West line of said Section 15 to the True Point of Beginning.
Thence South 00°30'58" East 60.88 feet along said West line;
Thence North 40°26'45" East 122.03 feet along the East line of that parcel of land owned by Oregon Short Line Railroad Company, as recorded under Instrument No. 88851, in the official records of Caribou County;
Thence North 20°01'35" East 211.79 feet along said East line.
Thence North 00°07'42" West 1489.83 feet along said East line, said line is 155.00 feet East of and parallel to the West line of said Section 10;
Thence North 05°58'36" East 968.47 feet along said East line.
Thence North 00°07'42" West 350.00 feet along said East line, said line is 258.00 feet East of and parallel to said West line of Section 10.
Thence South 89°52'18" West 32.49 feet to a point being 8.0 feet East of the centerline of Track Number 4B.
Thence North 00°39'25" West 1206.00 feet along said East line, also being 8.0 feet East of the centerline of Track Number 4B to the beginning of a 2283.51 foot radius curve concave to the Southeast;
Thence Northeasterly along said curve through a central angle of 12°36'57" a distance of 502.80 feet (chord = North 05°39'03" East 501.79 feet) along said East line,
Thence North 11°57'32" East 237.12 feet along said East line to the beginning of a 1901.58 foot radius curve concave to the Southeast,
Thence Northeasterly along said curve through a central angle of 01°46'00" a distance of 58.63 (chord = North 12°50'32" East 58.63 feet) along said East line;
Thence North 13°43'32" East 111.15 feet along said East line to a point on a 2267.01 foot radius non-tangent curve concave to the Southeast whose center bears South 67°13'29" East, said point being 25.00 feet East of the design centerline of Track Number 14B,
Thence Southwesterly along said curve through a central angle of 21°55'53" a distance to 867.76 feet (chord = South 11°48'34" West 862.47 feet), said curve and the following seven courses, being 25.00 feet East of the design centerline of said Track number 14B, to the beginning of a spiral curve to the left;
Thence along said spiral curve a distance of 119.38 feet (chord = South 00°09'29" East 119.37 feet);
Thence South 00°39'25" East 1465.79 feet to the beginning of a 483.37 foot radius curve concave to the Northwest;
Thence Southwesterly along said curve through a central angle of 08°10'00" a distance of 68.90 feet (chord = South 03°25'35" West 68.84 feet);
Thence South 07°30'35" West 996.36 feet to the beginning of a 433.37 foot radius curve concave to the Southeast,
Thence Southwesterly along said curve through a central angle of 08°10'00" a distance of 61.77 feet (chord = South 03°25'35" West 61.72 feet;
Thence South 00°39'25" East 1352.50 feet to the beginning of a 483.37 foot radius curve concave to the Northwest;
Thence Southwesterly along said curve through a central angle of 29°11'50" a distance of 246.32 feet (chord = South 13°56'30" West 243.66 feet).
To the True Point of Beginning

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Legal Descriptions:

Township 8 South, Range 42 East of the Boise Meridian:

Section 15: W½W½, EXCEPT THEREFROM that part of the NW¼NW¼ lying North of the Conda Road and more particularly described as follows:

Beginning at a point, said point being the common Section corner of Sections 9, 10, 15 and 16, Township 8 South, Range 42 East of the Boise Meridian, and running
Thence North 89°55' East along the common Section line of said Sections 10 and 15, a distance of 1327.57 feet to a point,
Thence South 00°05' West a distance of 770.22 feet to a point on the Northerly right of way line of Conda Road;
Thence South 81°53' West along said Northerly right of way line of Conda Road a distance of 325.39 feet to a point;
Thence 550.86 feet along said Northerly right of way line of Conda Road and along the arc of a curve to the right whose central angle is 22°02' and whose radius is 1432.50 feet and whose chord bears North 87°06' West a distance of 547.49 feet to a point;
Thence North 76°05' West and continuing along the said Northerly right of way line of Conda Road a distance 468.74 feet to a point in the common Section line of said Section 15 and 16;
Thence North 00°13' East along said common section line of said Sections 15 and 16, a distance of 673.81 feet,
To the Point of Beginning.

ALSO EXCEPT THEREFROM, Beginning at a point on the West line of Section 15, 909 feet South of the Northwest corner of said Section 15;
Thence East along the South boundary of the railroad right of way to a point on the W½W½ of said Section 15;
Thence South along the said East line a distance of 1954 feet,
Thence due West 1320 feet, more or less, to the West line of the W½ of said Section 15;
Thence North along said West line 2056 feet, more or less,
To the Point of Beginning.

Section 16: SE¼SE¼.

Legal Descriptions:

Township 8 South, Range 42 East of the Boise Meridian:

Section 16: All that portion of the SW¼NE¼ lying Westerly of the Westerly right of way of the Union Pacific Rail Road as presently located.

ALSO, All that portion of the SE¼NW¼ lying Easterly of the center of the rim rock as presently located.

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Legal Descriptions:

Township 8 South, Range 42 East of the Boise Meridian:

Section 16: The South 10.0 feet of the N½SE¼ lying East of the Easterly right of way line of the Monsanto Haul Road as presently located.

ALSO: All that portion of the NW¼SE¼ lying West of the Westerly right of way line of the Union Pacific Railroad as presently located.

ALSO: All that portion of the SW¼NE¼ of said Section 16, lying South of Conda Road and West of the Westerly right of way line of the Union Pacific Railroad as presently located.

Legal Descriptions:

Township 8 South, Range 42 East of the Boise Meridian.

Section 16: W½NW¼, S½NE¼, N½SE¼, SE¼NW¼, EXCEPT THEREFROM, the following tracts:

1. A tract of land along the Railroad right of way of the Conda Spur situated in the SW¼NE¼ and the NW¼SE¼ of said Section 16, the same being a 100-foot wide strip of land extending 50 feet on each side of the following described centerline and its parallel to, adjacent to and immediately Easterly to the Railroad, and described as follows:

Beginning at a point on the Railroad right of way fence line, which is South 1768 feet and West 1644 feet from the Northeast Corner of said Section 16, and running
Thence Southwesterly 374 feet on a 4°00' curve right, whose radius is 1432.40 feet to a point which is the P.T. of a curve.
Thence South 27°45' West 868.07 feet to a point which is the P.C. of a curve left;
Thence 909.29 feet on a 1°32'36" curve whose radius is 3719.72 feet to a point which is the P.T. of a curve;
Thence South 15°43" West 227 feet to a point which is South 1320 feet and East 177 feet from the Northeast Corner of the SW¼ of said Section 16.

2. Beginning at a point which is West 1575 feet and South 1320 feet from the Northeast

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Corner of said Section 16, and running
Thence South 3°20' West 74 feet.
Thence North 30°00' East 86 feet.
Thence West 39 feet, more or less.
To the Point of Beginning.

3. The South 1010 feet of the NW¼SE¼ lying East of the Easterly right of way line of the Monsanto Haul Road, as presently located.

4. All that portion of the NW¼SE¼ lying West of the Westerly right of way line of the Union Pacific Railroad as presently located.

5. All that portion of the SW¼NE¼ lying South of the County Road and West of the Westerly right of way line of the Union Pacific railroad as presently located.

6. All that portion of the SW¼NE¼ lying Westerly of the Westerly right of way of the Union Pacific Railroad as presently located.

7. All that portion of the SE¼NW¼ lying Easterly of the center of the run rock as presently located.

Legal Description:

Township 8 South, Range 42 East of the Boise Meridian:

Section 16: SW¼, SW¼SE¼, EXCEPTING THEREFROM, the following two tracts:

1. A strip of land extending 50 feet on each side of the following described center line:
Commencing at a point which is North 1320 feet and East 177 feet from the South Quarter Corner of said Section 16, and running
Thence South 13°43' West 1360 feet to a point which is West 145 feet from the South Quarter Corner of said Section 16.

2. A strip of land 100 feet wide, being 50 feet on each side of the following described center line across the various forty-acre subdivision of Section 16:

SE¼SW¼. Beginning at Station 270+60, a point on the South boundary of said Section 16, South 89°57' West 261 feet from the South Quarter Corner;
Thence North 13°41' East 1099.4 feet to Station 281+59.4, a point on the East boundary of said SE¼SW¼, 1059.5 feet North of the Southeast corner.

SW¼SE¼. Thence North 13°41' East 268.2 feet to Station 284+27.6 feet, to a point on the North boundary of said SW¼SE¼, 63.7 feet North 89°57' East from the Northwest corner.

NW¼SE¼. Thence North 13°41' East 297.7 feet to the P.C. of a 1°30' curve at Station 287+25.3;

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Thence on a curved line to the right with a radius of 3819.8 feet, a distance of 935 feet to Station 296+60.9, to the P.T. of said curve.
Thence North 27°43' East 179.1 feet to Station 298+40, a point on the North boundary of the NW¼SE¼, 771.5 feet West of the Northeast corner.

SW¼NE¼. Thence North 27°43' East 1357.8 feet to Station 311+97.8.
Thence on the spiral of a 5° curve to the right 9 Fifteen-foot chords, total angle 3°22½' to Station 313+32.8, a point on the North boundary 73.8 feet West of the Northeast corner

NW¼NE¼. Thence on a curve line to the right with a radius of 1146.3 feet, 127 feet to Station 314+60, a point on the East boundary of said NW¼NE¼ 89.7 feet North of the Southeast corner.

Section 21: N½NW¼.

EXCEPT THEREFROM, any portion lying within State Highway No. 34, the Monsanto Haul road, and the Union Pacific Railroad, as presently located.

Legal Description:

Township 8 South, Range 42 East of the Boise Meridian:
Section 21: Beginning at the Northeast corner of the SE¼NE¼ of said Section 21, and running
Thence West 660 feet; Thence South 2640 feet;
Thence East 660 feet, Thence North 2640 feet.
To the Point of Beginning.

Legal Description:

Township 8 South, Range 42 East of the Boise Meridian.
Section 21: N½NE¼.

Section 22: NW¼, N½SW¼.

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Legal Description:

Township 7 South, Range 42 East of the Boise Meridian:
Section 32: E½SE¼.

Township 8 South, Range 42 East of the Boise Meridian:
Section 5: Lot 1, SE¼NE¼, NE¼SE¼.

Legal Description:

A parcel of land located in Section 9, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the West Quarter Corner of said Section 9, from which the Southwest Corner of Section 9 bears South 01° 06' 55" West 2629.98 feet;
Thence North 01° 06' 55" East 1314.99 feet along the West line of said Section 9 to the Northwest corner of the SW¼NW¼ of said Section 9,
Thence North 89° 47' 00" East 1223.11 feet along the North line of said SW¼NW¼,
Thence South 23° 27' 14" East 16.21 feet,
Thence South 29° 12' 41" East 40.73 feet,
Thence South 24° 48' 35" East 40.58 feet;
Thence South 18° 09' 15" East 40.78 feet;
Thence South 04° 27' 49" East 40.63 feet;
Thence South 06° 41' 06" West 40.19 feet;
Thence South 43° 32' 56" West 40.02 feet;
Thence South 89° 20' 48" West 40.79 feet;
Thence North 74° 44' 48" West 40.32 feet,
Thence North 69° 59' 58" West 40.77 feet,
Thence North 60° 14' 07" West 40.28 feet,
Thence North 52° 42' 00" West 40.87 feet,
Thence North 65° 15' 13" West 40.83 feet,
Thence South 78° 51' 13" West 40.33 feet;
Thence South 47° 56' 02" West 40.02 feet;
Thence South 23° 19' 15" West 40.64 feet;
Thence South 07° 46' 09" West 40.75 feet;
Thence South 03° 04' 18" East 40.83 feet,
Thence South 03° 51' 01" East 40.24 feet,
Thence South 08° 39' 34" East 40.22 feet,
Thence South 14° 06' 25" East 40.27 feet,
Thence South 12° 08' 01" East 40.25 feet,
Thence South 21° 09' 45" East 40.02 feet;
Thence South 24° 35' 53" East 40.29 feet;
Thence South 26° 55' 18" East 40.65 feet;

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Thence South 27° 42' 40" East 40.16 feet;
Thence South 30° 00' 25" East 40.56 feet;
Thence South 30° 27' 14" East 40.48 feet;
Thence South 35° 05' 31" East 40.97 feet;
Thence South 35° 39' 57" East 40.57 feet;
Thence South 36° 19' 23" East 40.52 feet;
Thence South 34° 51' 36" East 40.81 feet;
Thence South 34° 39' 56" East 40.07 feet;
Thence South 39° 37' 50" East 40.10 feet;
Thence South 44° 54' 40" East 40.15 feet;
Thence South 47° 59' 22" East 40.11 feet;
Thence South 49° 12' 14" East 40.90 feet;
Thence South 57° 00' 52" East 40.14 feet;
Thence South 62° 45' 48" East 40.44 feet;
Thence South 69° 29' 56" East 40.22 feet;
Thence South 80° 30' 17" East 40.70 feet;
Thence South 86° 48' 52" East 40.76 feet;
Thence South 79° 10' 33" East 40.77 feet;
Thence South 69° 57' 29" East 40.69 feet;
Thence South 54° 48' 01" East 40.83 feet;
Thence South 77° 21' 02" East 485.63 feet;
Thence South 02° 27' 28" West 55.94 feet;
Thence South 84° 09' 22" East 71.30 feet;
Thence North 09° 02' 57" East 55.58 feet;
Thence South 84° 05' 53" East 207.64 feet;
Thence South 66° 36' 59" East 211.62 feet to a point on the Westerly right of way line of Highway 34, said point being on a 1192.09 foot radius curve concave to the Southeast whose center bears South 73° 12' 43" East;
Thence Southwesterly along said curve through a central angle of 01° 14' 39" a distance of 25.88 feet (chord = South 16° 09' 58" West 25.88 feet) along said right of way line;
Thence South 89° 45' 31" West 2576.83 feet along the latitudinal centerline of said Section 9;
To the True Point of Beginning.

ALSO. Beginning at the South quarter corner of Section 9, from which the Southeast corner of Section 9 bears North 89° 43' 10" East 2538.30 feet;
Thence North 00° 56' 52" East 858.76 feet along the meridional centerline of said Section 9 to a point on the Easterly right of way line of the Old Highway 34, said point being on a 994.93 foot radius non-tangent curve concave to the Northwest whose center bears North 75° 03' 02" West;
Thence Northeasterly along said curve through a central angel of 16° 29' 38" a distance of 286.41 feet (chord = North 06° 42' 09" East 285.43 feet) along said right of way line;
Thence North 01° 32' 40" West 519.24 feet along said right of way line;
Thence South 23° 53' 25" East 58.10 feet;
Thence South 24° 48' 13" East 40.20 feet;
Thence South 30° 57' 04" East 81.18 feet;
Thence South 33° 11' 18" East 40.52 feet;
Thence South 34° 26' 33" East 40.06 feet;
Thence South 36° 39' 12" East 4.39 feet;
Thence South 55° 32' 48" East 170.93 feet;
Thence South 81° 16' 39" East 40.74 feet;
Thence South 88° 04' 18" East 40.12 feet;
Thence North 81° 22' 46" East 36.29 feet;
Thence South 03° 51' 06" East 855.16 feet;
Thence South 33° 45' 07" East 9.25 feet;
Thence South 48° 50' 55" East 40.51 feet;

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Thence South 41° 19' 43" East 40.49 feet,
Thence South 03° 26' 26" East 40.07 feet,
Thence South 04° 59' 34" East 40.21 feet:
Thence South 11° 28' 47" East 40.16 feet:
Thence South 17° 15' 10" East 40.67 feet:
Thence South 17° 06' 44" East 40.60 feet.
Thence South 11° 45' 49" East 40.42 feet.
Thence South 02° 54' 40" West 40.70 feet.
Thence South 02° 37' 45" West 40.13 feet.
Thence South 00° 57' 12" East 40.33 feet.
Thence South 04° 10' 29" West 40.80 feet.
Thence South 07° 01' 20" East 13.57 feet to a point on the South line of said Section 9:
Thence South 89° 43' 10" West 581.75 feet along said South line.
To the True Point of Beginning.

Legal Descriptions:

A parcel of land located in Section 9, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 9, from which the Southwest corner of Section 9 bears South 01° 06' 55" West 2629.98 feet:
Thence North 89° 45' 31" East 2576.83 feet along the latitudinal centerline of said Section 9 to a point on the Westerly right of way line of Highway 34, said point being on a 1192.09 foot radius non-tangent curve concave to the Southeast whose center bears South 74° 27' 21" East.
Thence Southwesterly along said curve through a central angle of 17° 05' 19" a distance of 355.54 feet (chord = South 06° 59' 59" West 354.23 feet):
Thence South 01° 32' 40" East 493.41 feet along said right of way line:
Thence South 12° 42' 52" West 756.84 feet along said right of way line:
Thence South 80° 02' 29" West 419.30 feet:
Thence South 89° 03' 50" West 33.68 feet.
Thence North 34° 20' 40" West 402.65 feet.
Thence North 02° 37' 31" East 559.04 feet.
Thence North 44° 26' 18" East 178.70 feet:
Thence North 21° 21' 50" East 40.78 feet:
Thence North 12° 05' 52" East 40.36 feet.
Thence North 01° 42' 34" West 40.49 feet:
Thence North 07° 34' 45" West 40.33 feet.
Thence North 10° 26' 38" West 40.03 feet.
Thence North 08° 16' 05" West 40.33 feet.
Thence North 08° 21' 21" West 40.31 feet.
Thence North 08° 22' 10" West 40.55 feet.
Thence North 12° 16' 49" West 40.73 feet.
Thence North 16° 26' 23" West 40.75 feet:
Thence North 23° 09' 13" West 40.56 feet:

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Thence North 36° 40' 27" West 40.37 feet;
Thence North 50° 46' 05" West 40.31 feet;
Thence North 63° 01' 39" West 40.70 feet,
Thence North 75° 25' 30" West 40.64 feet.
Thence North 89° 54' 25" West 40.43 feet;
Thence South 70° 36' 13" West 40.20 feet;
Thence South 63° 27' 43" West 40.96 feet,
Thence South 55° 12' 06" West 40.38 feet.
Thence South 40° 51' 15" West 40.71 feet;
Thence South 31° 31' 07" West 40.19 feet;
Thence South 32° 41' 46" West 41.04 feet.
Thence South 37° 49' 57" West 40.80 feet.
Thence South 43° 19' 52" West 40.30 feet;
Thence South 36° 08' 26" West 40.68 feet;
Thence South 44° 14' 26" West 40.39 feet.
Thence South 34° 51' 04" West 40.37 feet.
Thence South 34° 34' 15" West 40.35 feet;
Thence South 33° 08' 11" West 40.36 feet;
Thence South 20° 17' 22" West 40.19 feet;
Thence South 19° 18' 20" West 40.52 feet.
Thence South 15° 43' 30" West 40.79 feet.
Thence South 22° 16' 46" West 40.49 feet;
Thence South 27° 45' 17" West 40.49 feet;
Thence South 47° 54' 52" West 40.55 feet,
Thence South 65° 58' 13" West 40.40 feet.
Thence South 77° 31' 30" West 40.31 feet;
Thence South 86° 12' 02" West 40.11 feet;
Thence South 89° 40' 21" West 40.93 feet,
Thence North 81° 02' 39" West 40.38 feet.
Thence North 59° 25' 24" West 40.53 feet;
Thence North 28° 43' 48" West 40.37 feet;
Thence North 13° 13' 16" West 40.97 feet,
Thence North 15° 05' 10" West 38.52 feet.
Thence North 82° 24' 29" West 309.52 feet;
Thence North 87° 53' 22" West 601.21 feet to a point on the West line of said Section 9;
Thence North 01° 06' 55" East 522.64 feet along said West line.
To the True Point of Beginning.

Legal Description::

Township 8 South Range 42 East of the Boise Meridian:

Section 4. Beginning at the Northwest corner of said Section 4, from which the North Quarter corner of said Section 4 bears North 89°38'57" East 2650.88 feet.
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labeled A.A. HUDSON, PLS 4735 set on the Easterly right of way line of State Highway 34. The True Point of Beginning:
Thence North 89°38'57" East 2605.88 feet to the North Quarter corner of said Section 4.

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Thence South 00°14'20" West 2871.78 feet (North 00°05'47" East 2872.12 feet by record) to a found property corner (LS 4735).
Thence South 89°59'34" West 7.90 feet to a found property corner (LS 3626) set on a fence line.
Thence South 36°43'49" East 329.27 feet (North 37°05'55" West 329.32 feet by record) along said fence to a found property corner (LS 3626);
Thence South 00°04'55" West 772.56 feet (North 00°11'35" West by record) along said fence to a 5/8" rebar with cap.
Thence South 89°21'20" West 2792.14 feet to a 5/8" rebar with cap set on said Easterly right of way line.
Thence North 00°08'56" East 3923.67 feet along said right of way line.
To the True Point of Beginning.

Township 7 South, Range 42 East of the Boise Meridian:

Section 33: Beginning at the Southwest corner of said Section 33, from which the South Quarter corner of said Section 33 bears North 89°38'57" East 2650.88 feet.
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labeled A.A. HUDSON, PLS 4735 set on the Easterly right of way line of State Highway 34;
Thence North 89°38'57" East 1236.33 feet to a 5/8" rebar with cap set at a fence line, the True Point of Beginning;
Thence North 00°01'34" East 991.50 feet along said fence line to a 5/8" rebar with cap.
Thence North 89°38'57" East 1375.92 feet to a 5/8" rebar with cap set on the East line of the Southwest Quarter of said Section 33;
Thence South 00°23'38" West 991.56 feet to the South Quarter corner of said Section 33.
Thence South 89°38'57" West 1369.55 feet.
To the True Point of Beginning.

Legal Description:

Tract I:

Township 7 South, Range 42 East of the Boise Meridian:

Section 33: Beginning at the Southwest corner of said Section 33, from which the South Quarter corner bears North 89°38'57" East;
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labeled, A.A. Hudson, PLS 4735 set on the easterly right of way line of State Highway 34, the TRUE POINT OF BEGINNING;
Thence North 00°25'05" East 237.70 feet to a point 45 feet easterly of centerline Station 465+00 of Idaho State Highway Project S.A.P. 111(10) of May 15, 1953;
Thence North 02°26'39" West 100.12 feet to a point 40 feet easterly of Station 466+00 of said Highway Project;
Thence North 00°25'05" East 2290.58 feet to a 5/8" rebar with cap set on the North line of Lot 8 of said Section 33;
Thence South 89°39'24" East 1223.33 feet along said line to a fence line;
Thence South 00°01'34" West 2613.35 feet along said fence line to a 5/8" rebar with cap;

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Thence South 89°38'57" West 1236.33 feet along the South line of said Section 33.
To the True Point of Beginning.

Tract 2:

Section 33: Beginning at the Southwest corner of said Section 33, from which the South Quarter Corner of said Section 33 bears North 89°38'57" East 2650.88 feet;
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labelled A.A. Hudson. PLS 4735 set on the Easterly right of way line of State Highway 34;
Thence North 89°38'57" East 1236.33 feet to a 5/8" rebar with cap set at a fence line, the TRUE POINT OF BEGINNING
Thence North 00°01'34" East 2613.39 feet along said fence line to a 5/8" rebar with cap set on the North boundary line of Lot 8 of said Section 33;
Thence South 89°39'24" East 63.41 feet along said North boundary line to the Northeast corner of said Lot 8.
Thence South 00°19'08" West 1306.35 feet along the East boundary line of Lot 8.
Thence South 00°19'14" West 1306.35 feet along the East boundary line of Lot 9 of said Section 33 to a 5/8" rebar with cap;
Thence South 89°38'57" West 52.02 feet along the South boundary line of said Lot 9.
To the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM, any portion lying within the following described tract.

Beginning at the Southwest corner of said Section 33, from which the South Quarter Corner of said Section 33 bears North 89°38'57" East 2650.88 feet;
Thence North 89°38'57" East 45.00 feet to a 5/8" rebar with cap labelled A.A. Hudson. PLS 4735, set on the Easterly right of way line of State Highway 34;
Thence North 89°38'57" East 1236.33 feet to a 5/8" rebar with cap set at a fence line, the TRUE POINT OF BEGINNING;
Thence North 00°01'34" East 991.50 feet along said fence line to a 5/8" rebar with cap;
Thence North 89°38'57" East 1375.92 feet to a 5/8" rebar with cap set on the East line of the Southwest Quarter of said Section 33.
Thence South 00°23'38" West 991.56 feet to the South Quarter corner of said Section 33,
Thence South 89°38'57" West 1369.55 feet.
To the TRUE POINT OF BEGINNING.

Legal Description:

Township 7 South, Range 43 East of the Boise Meridian
Section 10: Beginning at the Northeast corner of the SW¼ of said Section 10, said point being North 0°01'15" West (Basis of Bearings) 2624.70 feet from the South Quarter corner of Section 10, and running
Thence South 0°01'15" East 1500 feet along the East line of the SW¼ of Section 10.
Thence North 88°47'45" West 250 feet,
Thence North 0°01'15" West 1500 feet to the North line of said SW¼ of Section 10;
Thence South 88°47'45" East along said North line 250 feet.
To the Point of Beginning.

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Section 14: W½W½.

Section 15: E½E½. ALSO. Beginning at the Northeast corner of the NW¼NE¼ of Section 15. said point being South 88°47'43" East (basis of Bearings) 1308.28 feet from the North Quarter corner of Section 15. and running
Thence South 400 feet along the East line of the NW¼NE¼ of Section 15:
Thence North 88°47'43" West 400 feet:
Thence North 400 feet to the North line of Section 15;
Thence South 88°47'43" East along said North line 400 feet.
To the Point of Beginning.

Section 22: All. EXCEPT THEREFROM. the following described tracts:

1. A strip of land 50 feet wide in the SW¼ of Section 22, the centerline of which is described as follows:

Beginning at a point on the arc of a spiral curve to the left, which point is on the East line of the SW¼ of said Section 22 and bears North a distance of 86.5 feet from the Southeast corner of the SW¼ of said Section 22;
Thence along the arc of the spiral curve whose total central angle is 32°58' and whose degree of curvature of 4°00' a distance of 343.96 feet to the point of tangency:
Thence North 87°18' West a distance of 1720.04 feet to a point where the strip of land becomes 100 feet wide:
Thence North 87°18' West a distance of 205.51 feet to a point of spiral of a spiral curve to the left;
Thence along the arc of the spiral curve whose total central angle is 17°50' and whose degree of curvature is 5°00' a distance of 361.49 feet to a point on the West line of the SW¼ of said Section 22, which point bears North a distance of 142.80 feet from the Southwest corner of Section 22.

2. ALSO. EXCEPT a tract lying across the SW¼ of said Section 22. which is bounded on the North by the above described tract in the SW¼ of Section 22 and on the South by the South line of the SW¼ of Section 22.

3. A strip of land 110 feet wide in Sections 22 and 27. the centerline of which is described as follows:

Beginning at a point on the East line of the W½NE¼ of said Section 27, which point bears South a distance of 625.8 feet from the Northeast corner of said W½NE¼ of Section 27:
Thence North 54°20' West a distance of 320 feet to a point at which the strip of land becomes 50 feet wide:
Thence North 54°20' West a distance of 544.79 feet to a point of spiral on a spiral curve to the left;
Thence along the arc of the spiral curve to the left whose total central angle is 32°58' and whose degree of curvature is 4°00' a distance of 690.21 feet to a point on the West line of the SE¼ of Section 22, which point bears North 86.5 feet from the Southwest corner of the SE¼ of said Section 22.

4. A part of the N½ of Section 22. described as follows:

Beginning at the Northwest corner of said Section 22;
Thence South 89°47'20" East 2742.80 feet along an existing fence line to a point;
Thence South 0°32'02" West 2448.04 feet to a point on an existing fence line:
Thence North 88°34'16" West 2802.55 feet along said fence line to a point on the West line of said Section 22;

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Thence North 01°57'34" East 2389.56 feet along said West line of said Section 22.
To the Point of Beginning.

5. A part of the E½E½ of Section 15 and the NE¼ of Section 23, described as follows:

Beginning at the Southwest corner of the E½E½ of said Section 15, and running
Thence North 0°04'32" East 923.65 feet along the West line of said E½E½ of Section 15 to a point;
Thence South 89°27'58" East 1027.05 feet to a point;
Thence South 02°01'47" East 1003.69 feet to a point on an East/West fence line;
Thence South 89°57'37" West 1063.89 feet along said fence line to a point at the intersection of said fence line with a Southerly prolongation of said West line;
Thence North 00°04'32" East 89.72 feet along said Southern prolongation of said West line.
To the Point of Beginning.

Section 23: NW¼, SW¼, SE¼, EXCEPT THEREFROM, Beginning at the Northeast corner of the SE¼ of said Section 23, and running
Thence South 00°48'47" West 2675.62 feet along the East line of said SE¼ to the Southeast corner thereof;
Thence North 45°12'59" West 623.23 feet to a point;
Thence North 23°06'00" West 1820.80 feet to a point;
Thence North 10°03'57" East 157.31 feet to a point on the South edge of the "main haul road";
Thence North 79°09'02" West 276.58 feet along said South edge to a point;
Thence North 62°42'16" West 186.58 feet along said South edge to a point;
Thence North 70°17'56" West 205.91 feet along said South edge to a point;
Thence South 00°33'28" West 269.68 feet to a point;
Thence South 42°23'27" West 396.50 feet to a point;
Thence North 37°08'30" West 917.40 feet to the Northwest corner of said SE¼;
Thence North 89°19'38" East 2622.54 feet along the North line of the SE¼ of said Section 32.
To the Point of Beginning.

Section 26: NW¼, NE¼, EXCEPT THEREFROM, the following described tracts:

1. A small triangular tract in the extreme Southeast corner of the SE¼NE¼ lying South and East of the County Road.

2. A strip of land 70 feet wide in the NE¼, the centerline of which is described as follows:

Beginning at a point in the South line of the NE¼ of said Section 26, which point bears South 89°55' West, a distance of 178.67 feet from the Southeast corner of said NE¼ of said Section 26;
Thence along the arc of a spiral curve to the left whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 335 feet to the point of tangency of the spiral curve;
Thence North 79°01' West a distance of 710.93 feet to a point at which the strip of land narrows to 50 feet;
Thence North 79°01' West a distance of 1371.17 feet to the Point of Spiral of a spiral curve to the right;
Thence along the arc of the spiral curve to the right whose total central angle is 8°56' and whose degree of curvature is 2°00' a distance of 132.83 feet, which point bears North 510.03 feet from the Southwest corner of the NE¼ of said Section 26.

3. All that portion of the NE¼ lying South of the Oregon Short Line Railroad as presently located.

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Section 27: E½NE¼, NW¼NE¼, N½SW¼NE¼, EXCEPT THEREFROM: A strip of land 50 feet wide in Section 26 and 27, the centerline of which is described as follows:

Beginning at a point on the East line of the NW¼ of said Section 26, which bears North 510.03 feet from the Southeast corner of the NW¼ of Section 26, said point also being on the arc of a spiral curve to the right whose total central angle is 8°56' and whose degree of curvature is 2°00';
Thence along the arc of said spiral curve a distance of 403.84 feet to the point of tangency;
Thence North 70°05' West a distance of 242.16 feet to a point at which the strip of land becomes 80 feet wide;
Thence North 70°05' West a distance of 1650 feet to a point at which the strip of land becomes 60 feet wide;
Thence North 70°05' West a distance of 800 feet to a point at which the strip of land becomes 100 feet wide;
Thence North 70°05' West a distance of 296.55 feet to the point of spiral of a spiral curve to the right;
Thence along the arc of the spiral curve whose total central angle is 15°45' and whose degree of curvature is 3°00', a distance of 675 feet to the point of tangency;
Thence North 54°20' West a distance of 168.45 feet to a point on the West line of the E½NE¼ of said Section 27, which point bears South a distance of 625.80 feet from the Northwest corner of the E½NE¼ of said Section 27.

Legal Description:

Township 7 South, Range 44 East of the Boise Meridian.

Section 9: S½NE¼, NE¼SW¼, NW¼SE¼.

Legal Description:

A parcel of land located in Section 19, Township 7 South, Range 43, East, Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the East Quarter Corner of said Section 19, monumented with a 5/8" rebar and cap labeled "AA Hudson PLS 4735", located South 00°36'14" West 2458.14 feet from the Northeast corner of said Section 19;
Thence South 00°00'16" West 1329.26 feet along the East boundary of Section 19 to the

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Thence along a 1°30'14" spiral to the right through a distance of 119.88 feet to the point of tangency. (chord = North 35°42'48" East 119.87 feet):
Thence North 36°12'52" East 4.04 feet.
To the TRUE POINT OF BEGINNING.

Tract **4, Parcel B:**

Sections 3, 4 and 9: Beginning at the Northeast corner of said Section 9, and running
Thence South 1165.02 feet along the East line of said Section 9, to a point on the Monsanto Company Haul Road right of way as described in Instrument No. 41906, recorded in the official records of Caribou County, Idaho, said point being on a 1959.86 foot radius nontangent curve concave to the Southeast, whose center point bears South 84°17'03" East;
Thence Southwesterly along said curve through a central angle of 02°40'44", a distance of 91.64 feet (Chord = South 04°22'34" West 91.63 feet) to the point of curvature to spiral;
Thence along a 2°57'40" spiral to the left through a distance of 202.58 feet (Chord = South 00°59'16" West 202.56 feet) to the point of tangency;
Thence South 383.56 feet to a 2" AL. cap marking the Northeast corner of Nu-West Industrial Parcel No. 1;
Thence North 89°58'25" West 2257.17 feet (South 89°59'57" East 2267.09 feet by record);
Thence South 00°30'00" East 1608.96 feet (North 00°30'35" West 1608.5 feet by record);
Thence South 00°30'53" East 1878.74 feet (North 00°31'39" East 1876.90 feet by record);
Thence South 89°19'10" West 98.16 feet (North 89°15'05" East 99.00 feet by record);
Thence North 00°31'39" West 1881.77 feet (South 00°31'39" East 1883.06 feet by record);
Thence North 00°30'53" West 3449.16 feet (South 00°30'53" East 3451.55 feet by record);
Thence East 29.00 feet (West 29 feet by record);
Thence North 00°00'44" West 1303.87 feet (South 00°00'44" East 1304.77 feet by record);
Thence North 89°45'16" East 99.65 feet (South 89°45'16" West 99.00 feet by record);
Thence North 00°09'04" West 1098.15 feet (South 00°09'04" East 1098.96 feet by record);
Thence South 89°45'16" West 388.39 feet (North 89°45'16" East by record) to a point on the latitudinal center section line of said Section 4;
Thence North 00°03'47" West 2872.12 feet along said center line to the North Quarter corner of said Section 4;
Thence North 89°17'48" East 2656.91 feet to the Northeast corner of said Section 4;
Thence North 89°59'11" East 1326.97 feet along the North line of said Section 3 to the 1/16th corner;
Thence South 00°11'05" West 2661.46 feet to the Center East 1/16th corner;
Thence South 00°11'01" West 397.85 feet to a point on the right of way fence of the Monsanto Company Haul Road, said point being on a 1970.41 foot radius nontangent curve concave to the Southeast whose center point bears South 79°29'29" East;
Thence Southwesterly along said cure through a central angle of 10°51'46", a distance of 373.58 feet (Chord = South 05°04'38" West 373.02 feet) to the point of tangency;
Thence South 00°21'15" East 111.83 feet to the point of curvature of a 2241.83 foot radius curve to the right;
Thence Southwesterly along said curve through a central angle of 13°51'09", a distance of 542.01 feet (Chord = South 06°34'19" West 540.69 feet) to the point of compound curvature with a 1859.86 foot radius curve to the right;
Thence Southwesterly along said curve through a central angle of 19°39'43", a distance of 638.24 feet (Chord = South 23°19'45" West 635.11 feet) to a point of curve to spiral;
Thence along a 03°02'24" spiral to the right through a distance of 197.36 feet (Chord = South 35°11'12" West 197.33 feet) to the point of spiral;
Thence South 36°12'00" West 597.79 feet (South 34°57' West by record) to the South line of said Section 3;
Thence North 89°57'59" West 512.06 feet;
To the Point of Beginning.

Tract **6:**

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