Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

# NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|---|---|---|---|---|---|
| 29-11041 OR | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Odell Lawrence Perkins Family Trust
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): G5 Land Company LLC
   New owner(s) as listed on the conveyance document  Name connector ☐ **and** ☐ **or**

   1310 S 600 W — Mailing address
   oakley — City
   Idaho — State
   83346 — Zip
   208-862-3346 — Telephone
   cranneyfarms@gmail.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☐ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Ryan Wayne Cranney — Signature of new owner/claimant
   Partner — Title, if applicable
   08-30-2022 — Date
   Ryan Wayne Cranney — Print name

   Signature: Scott Tyler Cranney — Signature of new owner/claimant
   Partner — Title, if applicable
   8-30-22 — Date
   Scott Tyler Cranney — Print name

***For IDWR Office Use Only:***

Receipted by SG Date 9/14/2022 Receipt No. 5039437 Receipt Amt. $25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 9/21/22

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148062

148154

Microfilm No. 148154
06 Day April 2012
At 11:25 O'clock A M
Natalie Murphy
Oneida Co. Recorder
Fee $ 31.00 Deputy
Recorded at Request of
Northern Title Co.

NTO-60036
G5 Land Company, an Idaho general partnership
1310 South 600 West
~~Burley, ID 83318~~
Oakley, ID 83346

# WARRANTY DEED

*Re-recording to correct legal of Parcel 1

**Parcels 1 & 3: Odell Lawrence Perkins and Karen Lee K. Perkins, trustees of the Odell Lawrence Perkins Family Trust Parcel 2: Odell L. Perkins and Karen Lee Perkins, Husband and Wife Parcel 4: Joshua M.O. Perkins and Amanda M. Perkins Parcel 4A: Joshua M. Perkins and Amanda M. Perkins, Husband and Wife**

Grantor(s) of Arbon, County of Oneida, State of ID hereby ***CONVEY AND WARRANT*** to

**G5 Land Company,** an Idaho general partnership

Grantee(s) of Oakley, ~~Burley~~, County of Cassia, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

**See attached Exhibit "A"**

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this April 4, 2012.

Odell Lawrence Perkins Family Trust
Odell Lawrence Perkins, Trustee

Odell Lawrence Perkins Family Trust
Karen Lee K. Perkins, Trustee

Odell L. Perkins

Karen Lee Perkins

Joshua M.O. Perkins AKA Joshua M. Perkins
By: Amanda M. Perkins, Attorney in Fact

Amanda M. Perkins

148154
Microfilm No.
24 Day April 2012
At 12:00 O'clock P M
Natalie Murphy
Oneida Co. Recorder
Fee $ 31.00 Deputy
Recorded at Request of
Northern Title Co.

SEP 21 2022

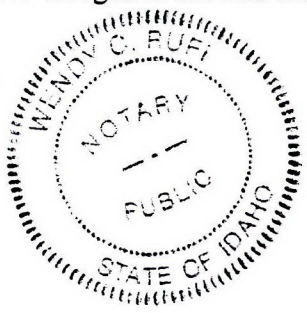
148154

148062

**Trust Acknowledgement:**

State of: Idaho )
County of: Oneida )ss:

On this 4th day of April, 2012, before me, a Notary Public in and for said State, personally appeared **Odell Lawrence Perkins and Karen Lee K. Perkins**, known to me to be the Trustee(s) of the **Odell Lawrence Perkins Family Trust**, and the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as such Trustee(s).

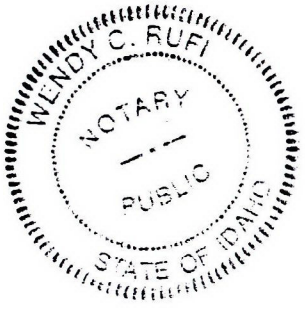



Wendy C. Rufi
Notary Public:
Residing: Downey ID
Expires: 2-28-2017

**Individual Acknowledgements:**

State of: Idaho )
County of: Oneida )

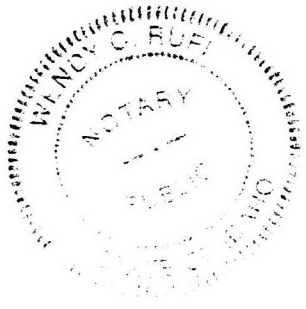
On April 4th, 2012, personally appeared before me **Odell L. Perkins and Karen Lee Perkins** the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.




Wendy C. Rufi
Notary Public
Residing: Downey ID
Expires: 2-28-2017

State of: Idaho )
County of: Oneida )

On April 4th, 2012, personally appeared before me **Amanda M. Perkins** the signer(s) of the within instrument, who duly acknowledged to me that she executed the same.




Wendy C. Rufi
Notary Public
Residing: Downey ID
Expires: 2-28-2017

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SEP 21 2022

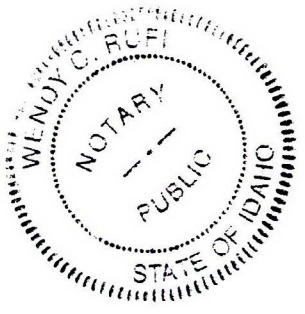
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148062

**Power of Attorney Acknowledgement:**

State of: Idaho )
County of: Oneida )

On April 4th, 2012, before me personally appeared, **Amanda M. Perkins, who, being by me duly sworn (affirmed), did say that she is the attorney-in-fact of Joshua M.O. Perkins aka Joshua M. Perkins**, and that the said instrument was signed in behalf of said Joshua M.O. Perkins aka Joshua M. Perkins by authority, and said Amanda M. Perkins acknowledged to me that she as such attorney-in-fact executed the same.

Wendy C. Rufi
Notary Public:
Residing: Downey ID
Expires: 2-28-2017




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148154 148062

# EXHIBIT "A"

Parcel 1:
Township 12 south, Range 33 East of the Boise Meridian, Oneida County, Idaho.
Section 1: Lots 3 and 4, the South Half of the Northwest Quarter and the Southwest Quarter
Also:
Township 12 South, Range 33 East of the Boise Meridian, Oneida County, Idaho;
Section 11: The Northeast Quarter
* Section 12: The south 138 rods of the Northwest Quarter ,and North 22 Rods of the Northwest Quarter

Parcel 2:
A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as follows:

Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-½ inch brass cap monumented stamped U.S. General Land Office Survey (1919);
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian;
Thence North 00° 09' 55" East along the East line of said Section 2, a distance of 2136.06 feet, to the Point of Beginning;
thence continuing North 00 09' 55" East along the East line of Section 2, a distance of 298.69 feet;
Thence North 89° 50' 05" West perpendicular to said East line, a distance of 320.41 feet;
Thence South 00° 09' 55" West, parallel and Westerly of the East line of said Section 2, a distance of 291.67 feet, to a point on an existing fence line;
Thence South 88° 34' 47" East, along said existing fence line and the extension thereof, a distance of 320.49 feet to the Point of Beginning.

Along the above described parcel, no given width of Right-of-way was shown on Federal Aid Project S-1753(2) Arbon Valley Highway Plans (sheet 28 of 47). However Arbon Valley Highway does have a Prescriptive Easement of no less than 50 feet wide per Idaho Code 40-2312, which affects the East 25 feet of the above described parcel.

Parcel 3:
A parcel of land located in the South 1/2 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317, being the POINT OF BEGINNING;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 4964.31 feet, to a point that is 320.00 feet from the Southwest Corner of said Section 2 marked by 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144312; Thence South

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SEP 21 2022

89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 4698.62 feet;
Thence South 0°55'44" East, following an existing fence line and extension thereof, a distance of 2287.65 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12"West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses
(1) following said curve in a Northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly a perpendicular distance from Centerline Station 1018+00 of Federal Aid Project S-1753(2) of the Arbon Valley Highway Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from centerline Station 1019+00 of said Highway plans;
(3) North 0°09'55" East a distance of 639.74 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 88°34'47" East a distance of 25 feet to a point on the centerline of Arbon Valley Highway common with the East line of said section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 2136.06 feet to the POINT OF BEGINNING.

SUBJECT TO:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the westerly and portions of the southerly 25 feet of the above described property.
ALSO SUBJECT TO:
The right of way for Arbon Valley Highway as shown on Federal Project S-1753(2) sheets 26, 27 and 28 of 47.

Excepting Therefrom:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

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SEP 21 2022

Also;
A parcel of land located in the Northeast 1/4 of Southeast 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the said adjoining property, a distance of 320.49 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023, the POINT OF BEGINNING;
Thence North 88°18'37" West, following an existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence North 0°55'44" West a distance of 499.63 feet to a point on the Latitudinal Centerline of said section 2;
Thence South 89°42'27" East, along the Latitudinal Centerline of said section 2, a distance of 589.74 feet to the East 1/4 Corner of said Section 2 being marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 as described in Corner Perpetuation and Filing Record of Oneida County, Instrument Number 144315;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 213.47 feet to the Northeast corner of the adjoining property, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°50'05" West, perpendicular to said East line, a distance of 320.41 feet to the Northwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 00°09'55" West, parallel and 320.41 feet from the East line of said Section 2, a distance of 291.67 feet, to the POINT OF BEGINNING.

Also;
A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the adjoining property, a distance of 25.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 the POINT OF BEGINNING;
Thence Continuing North 88°34'47" West, along the South line of the adjoining property, a distance of 295.49 feet to the Southwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 88°18'37" West, following and the existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence South 0°55'44" East, following an existing fence line, a distance of 1788.02 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12" West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses:
(1) following said curve in a northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly,

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SEP 21 2022

perpendicular distance from Centerline Station 1018+00 of Federal Aid Project S-1753(2) Arbon Valley Highway Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from Centerline Station 1019+00 of said Highway Plans;
(3) North 0°09'55" East a distance of 639.74 feet to the POINT OF BEGINNING.

Parcel 4:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BEING MARKED BY A 2 1/2 INCH BRASS CAP MONUMENT STAMPED U.S. GENERAL LAND OFFICE SURVEY (1919);
THENCE NORTH 89° 48' 16" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 5279.47 FEET TO THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN;
THENCE NORTH 89° 41' 05" WEST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 4964.31 FEET, TO A POINT THAT IS 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, THE POINT OF BEGINNING;

THENCE NORTH 00° 04' 39" EAST, BEING A PARALLEL AND EASTERLY OF THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET;
THENCE NORTH 89° 41' 05" WEST, BEING PARALLEL AND NORTHERLY OF THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO A POINT OF THE WEST LINE OF SAID SECTION 2 BEING 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 00° 04' 39" WEST ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 89° 41' 05" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

THE COUNTY MAINTAINED ROADS KNOWN AS BAILY AND 15000 NORTH BAS A PRESCRIPTIVE EASEMENT OF NO LESS THAN 50 FEET WIDE PER IDAHO CODE 40-2312, WHICH AFFECTS THE SOUTH LAND WEST 25 FEET OF THE ABOVE DESCRIBED PARCEL.

Parcel 4A:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap

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SEP 21 2022

stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

Subject to:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the portions of the westerly and southerly 25 feet of the above described property.

Also Subject to:
The right of way for Arbon Valley Highway as shown on Federal project S-1753(2) sheets 26,27, and 28 of 47.

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SEP 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

**Governor Brad Little** **Director Gary Spackman**

September 21, 2022

G5 LAND COMPANY LLC
1310 S 600 W
OAKLEY ID 83346-9759

Re: Change in Ownership for Water Right No(s): 29-11041

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

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SEP 21 2022

Form 42-248(9) 3/22

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SEP 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# 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.

1.

| Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|---|---|---|---|
| 29-13984 | 29-13985 | 45-12876 | 45-14237 |
| 29-13949 | 29-11041 | 45-10215 | 45-14239 |
| 29-13951 | 45-10258 | 45-10213 | 45-14241 |
| 29-13950 | 45-10257 | 45-14245 | 45-14243 |
| 29-13952 | 45-10214 | 45-14235 | 45-10819 |

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

Rabo AgriFinance LLC
14767 N. Outer 40 Road, Suite 400
Chesterfield, MO 63017

Phone 1-314-317-8000
Email

4. Name of Water Right Owner/Claimant(s) G5 Land Company

5. Expiration Date of Notification Period July 1, 2042

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

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

Title, if applicable VP

**For Office Use Only**

Receipted by SG Date 9/14/2022 Receipt No. S039438 Fee $1,825.00

Processed by AJ Date WR DM Date 10-25-2022

SUPPORT DATA
IN FILE # 29-11041

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**CASSIA COUNTY**
RECORDED FOR:
TITLEONE - BURLEY
01:57:36 PM 09-01-2022
**2022-003894**
NO. PAGES: 51 FEE: $108.00
**JOSEPH W. LARSEN**
**COUNTY CLERK**
**DEPUTY: EV**
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Loan Operations

22461015

Space above this line for Recorder's Use

G5 Land Company

Real Estate Term Loan #1: 22111350
Real Estate Term Loan #3: 22111352
Real Estate Term Loan #4: 10410700
Real Estate Term Loan #5: 22106894
Real Estate Term Loan #6: 22109537
Real Estate Term Loan #7: 10148800
Real Estate Term Loan #8: 22105735
Real Estate Term Loan #9: 10410600
Real Estate Term Loan #10: 22114977
Real Estate Term Loan #11: 22115143
Real Estate Term Loan #13: 22116691
Real Estate Term Loan #14: 22120881
Real Estate Term Loan #15: 22123042
Real Estate Term Loan #16: 46736

**MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

(Cassia County, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC.

This mortgage ("Mortgage") is dated as of July 20, 2022. It is by G5 LAND COMPANY, LLC, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C. and G5 Land Company) ("G5 Land Company"); CRANNEY RANCHES, LLC, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.) ("Cranney Ranches, L.L.C."); and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company ("Cranney Land Company, L.L.C.") (G5 Land Company, Cranney Ranches, L.L.C., and Cranney Land Company, L.L.C. are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee").

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated December 6, 2016, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the MCA) may be, from time to time, guaranteed by Guarantor under the terms and conditions of one or more guaranties in favor of Collateral Agent. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the MCA, the

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DEC 01 2022

Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

Non-Obligor(s) have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the personal property and real estate located in Cassia County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or Land or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority") and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property (if any) described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, rights under any and all nutrient/manure management plans, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings") including all varieties of Plantings that produce fruit, nuts, or other crops in more than one crop year ("Permanent Crop Plantings"); (k) all U.S. Forest Permits and State grazing leases, and other grazing rights, including the rights described in EXHIBIT B; (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (m) all patents, trademarks, or other intellectual property, working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (n) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements or and (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements or; (o) all U.S. Forest Permits, Taylor Grazing Permits or Licenses, and State grazing leases, and other grazing rights, including (if any) the rights described in EXHIBIT B to any mortgage(s) and separate security agreement(s) securing the Note(s), from time to time; (p) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (q) proceeds of and any unearned premiums on any insurance policies covering the Property,



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DEC 01 2022
2022-003894

including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (r) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or other Real Estate (the "Condemnation Awards"); (s) rights and interests under any Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment herein, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Real Estate Term Loan #1 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of $ (ii) the Real Estate Term Loan #3 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of ; (iii) the Real Estate Term Loan #4 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of ; (iv) the Real Estate Term Loan #5 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of . (v) the Real Estate Term Loan #6 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of $ (vi) the Real Estate Term Loan #7 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of (vii) the Real Estate Term Loan #8 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of (viii) the Real Estate Term Loan #9 Note dated as of December 6, 2016, from Borrower to Lender in the original principal amount of (ix) the Real Estate Term Loan #10 Note dated as of June 15, 2018, from Borrower to Lender in the original principal amount of $ (x) the Real Estate Term Loan #11 Note dated as of June 15, 2018, from Borrower to Lender in the original principal amount of . (xi) the Real Estate Term Loan #13 Note dated as of July 15, 2019, from Borrower to Lender in the original principal amount of $1,300,000.00; (xii) the Real Estate Term Loan #14 Note dated as of August 25, 2020, from Borrower to Lender in the original principal amount of (xiii) the Real Estate Term Loan #15 Note dated as of August 23, 2021, from Borrower to Lender in the original principal amount of (xiv) the Real Estate Term Loan #16 Note dated as of the date of this Modification Agreement to the Mortgage, Assignment of Rents and Security Agreement, from Borrower to Lender in the original principal amount of the Real Estate Term Loan #1 Note, the Real Estate Term Loan #3 Note, the Real Estate Term Loan #4 Note, the Real Estate Term Loan #5 Note, the Real Estate Term Loan #6 Note, the Real Estate Term Loan #7 Note, the Real Estate Term Loan #8 Note, the Real Estate Term Loan #9 Note, the Real Estate Term Loan #10 Note, the Real Estate Term Loan #11 Note, the Real Estate Term Loan #13 Note, the Real Estate Term Loan #14 Note, the Real Estate Term Loan #15 Note, and the Real Estate Term Loan #16 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (xv) all Hedging Obligations; and (xvi) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) any obligations due to a Banking Counterparty with regard to Banking Obligations; (d) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank") or any other Affiliate of Lender (Lender, Rabobank and any other Affiliate of Lender or Rabobank are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Mortgage; and (e) any of the foregoing that arises after the filing of a petition by or against Borrower under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and



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2022-003894

reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage secures one or more Obligations that contain a variable rate of interest according to a formula based on LIBOR, SOFR ("Secured Overnight Financing Rate") or a similar widely used index which is disclosed in the Loan Documents. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

2. **Future Secured Obligations.** The Secured Obligations include future advances and other future Secured Obligations made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this Mortgage, and have priority as to third Persons with or without actual notice from the time this Mortgage is filed for record as provided by law. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time. The unpaid balance of any Revolving Line of Credit or Hedging Obligations secured by this Mortgage may at certain times be zero. This Mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this Mortgage (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing herein will constitute a commitment to make additional or future advances which are not specified by the other terms of the MCA or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is July 1, 2042.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, Judgments or payments in lieu thereof, received by or due to Grantor occasioned by any mineral or geothermal exploration, wind energy, solar energy or drilling activity on or under the Real Estate, all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this Mortgage does not assume any duty or obligation under the Leases. The acceptance by Mortgagee of the assignment of Leases and Rents and profits with all the rights, powers, privileges and authority so granted will not obligate Mortgagee to assume any obligations in respect of the Leases and Rents and profits or under the Leases, or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Leases and Rents and profits or under the Leases or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Grantor.

5. **Grant of Security Interest.** This Mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified herein is the address for Mortgagee as secured party under the UCC. As used in this Mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title**. Grantor represents and warrants that Grantor lawfully possesses and holds good and marketable fee simple title to all of the Land and the Improvements, that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and forever defend generally the title to, and ownership and possession of, the Property against all claims and demands, with all costs and expenses of defense to be borne by Grantor. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. **Permanent Crop Plantings.** All Permanent Crop Plantings are real estate and will remain a part of the Land. Grantor represents and warrants that the Permanent Crop Plantings are not subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the



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DEC 01 2022
2022-003894

holder of any such intellectual property rights (collectively "Permanent Crop Planting IP Rights"), other than (where applicable) the Permanent Crop Planting IP Rights described on EXHIBIT B. To the extent the Land does contain or in the future is cultivated to grow any variety of Permanent Crop Plantings that are subject to Permanent Crop Planting IP Rights, (a) Grantor represents and warrants that Grantor is the owner of such IP Rights free and clear of any claim, right, title, interest or Lien of any other person; (b) Grantor shall notify Mortgagee in writing of the existence of any Permanent Crop Planting IP Rights and Grantor grants Mortgagee a security interest in and a Lien upon all of Grantor's present and future rights, title and interests in, to and under Permanent Crop Planting IP Rights; all cash and non-cash proceeds and products of Permanent Crop Planting IP Rights; and all causes of action, past, present and future for infringement, misappropriation or dilution of, or unfair competition regarding any of Permanent Crop Planting IP Rights.

8. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all Applicable Laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (i) the execution, delivery and performance by Grantor of this Mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this Mortgage does not conflict with any Applicable Law; (k) this Mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (n) Grantor is not the subject of any Judgment; (o) this Mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q) before signing this Mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or Hazardous Substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

9. **Information Accurate and Complete.** All financial statements and other reports, documents, instruments, information and forms of evidence which have been delivered to Mortgagee or Secured Parties concerning Grantor, or the Property (the financial and other information supplied or to be supplied to Mortgagee or Secured Parties in connection with this Mortgage is herein referred to as the "Financial Information"), are accurate, correct and sufficiently complete in all material respects to provide Mortgagee and Secured Parties true and accurate knowledge of their subject matter, including, without limitation, all material contingent liabilities. Grantor's submission of any Financial Information or other report, record or



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DEC 01 2022
2022-003894

information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this Mortgage, will be deemed accompanied by a representation by Grantor that the Financial Information or other report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities and Grantor's business or organizational structure.

10. **Performance of Secured Obligations**. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

11. **Maintenance and Preservation of Property.** Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this Mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the MCA; (c) maintain (or cause to be maintained) all policies of insurance required under the MCA and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the MCA; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) keep all Permanent Crop Plantings cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees, vines and other Permanent Crop Plantings with new ones; (j) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this Mortgage; and (k) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

12. **Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

13. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this Mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this Mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this Mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of Mortgages or debts secured by Mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of



SCANNED
DEC 01 2022
2022-003894

the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

14. **Damages and Insurance and Condemnation Proceeds**. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay (with any applicable Prepayment Consideration, if any) some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

15. **Site Visits, Observation and Testing.** Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing Appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the MCA, and otherwise to determine Grantor's compliance with this Mortgage.

16. **Defense and Notice of Claims and Actions.** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

17. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

18. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage or protect the Property, including any rights or remedies afforded to Mortgagee herein, including but not limited to Appraisals, inspections, insurance premiums, and prevention of waste, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the Adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL



SCANNED
DEC 01 2022
2022-003894

HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

**19. Payments Due under this Mortgage**. Grantor must pay all obligations to pay money arising under this Mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

**20. Events of Default**. The following each shall be an event of default under this Mortgage (an "Event of Default"): (a) an Event of Default under the MCA, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this Mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this Mortgage to a sum less than the Maximum Amount Secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this section, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this section; provided that if (i) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

**21. Remedies**. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of any of the Covenants or agreements of this Mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this Mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION (WHICH APPOINTMENT OF SUCH POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST); AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Mortgage. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any Judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may



SCANNED
DEC 01 2022
2022-003894

make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this Mortgage, and pay all other charges as herein provided.

**22. Sales of Property.** Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a Judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the Lien of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the Property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

**23. Additional Rights**. In addition to the rights and powers given to Mortgagee under this Mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this Mortgage.

**24. Guarantor and/or Non-Obligor Provisions.** (a) Guarantor and/or Non-Obligor authorize Mortgagee and Secured Parties to perform any of the following acts at any time, all without notice to Guarantor and/or Non-Obligor and without affecting the rights of Mortgagee or Secured Parties or the obligations of Guarantor and/or Non-Obligor under this Mortgage: (i) alter any terms of the MCA or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, replacing an index rate used to calculate or increasing or decreasing the rate of interest on, the MCA or any part of it or amending and making any technical, administrative, consequential or other changes to the MCA; (ii) take and hold security for the MCA, accept additional or substituted security for the MCA, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the MCA in any order that Mortgagee and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor/Borrower of its liability for the MCA or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the MCA; and (vi) extend other credit to Obligor/Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the MCA.

(b) Guarantor and/or Non-Obligor waive: (i) any right to require Mortgagee or Secured Parties to proceed against Obligor/Borrower, proceed against or exhaust any security held from Obligor/Borrower, or pursue any other remedy in Mortgagee's and Secured Parties power to pursue; (ii) any defense based on any legal disability of Obligor/Borrower, any discharge or limitation of the liability of Obligor/Borrower to Mortgagee or Secured Parties, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that the obligations of Guarantor and/or Non-Obligor exceed or are more burdensome than those of Obligor/Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest,



SCANNED
DEC 01 2022
2022-003894

notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor/Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Obligor/Borrower may have to the payment or performance of the MCA or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee or Secured Parties may have against Obligor/Borrower, and all rights to participate in any security now or later to be held by Mortgagee or Secured Parties for the MCA.

(c) Guarantor and/or Non-Obligor waive all rights and defenses that Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) without first foreclosing on any real or personal property collateral securing the MCA; and (ii) if Mortgagee forecloses on any real property collateral securing the MCA: (A) the amount of the MCA may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) even if Mortgagee or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Guarantor and/or Non-Obligor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property.

(d) Guarantor and/or Non-Obligor waive any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency Judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Guarantor and/or Non-Obligor are solely responsible for keeping informed of the financial condition and business operations of Borrower and all other circumstances affecting the ability of Borrower to pay and perform Borrower's obligations to Mortgagee and Secured Parties, and agrees that Mortgagee and Secured Parties will have no duty to disclose to Guarantor and/or Non-Obligor any information which Mortgagee or Secured Parties may receive about the financial condition, business operations, or any other circumstances bearing on the ability of Borrower to perform.

(f) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage or the Guaranty.

**25. Notices.** All notices, approvals, consents, and other communications, under this Mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the MCA. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, Attention: Loan Operations; if to Secured Parties other than Lender, c/o Rabobank, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

**26. Mortgagee.** Without affecting the personal liability of any Person, including Grantor and Obligor/Borrower, for the payment of the Secured Obligations or the Lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, Mortgages, Security Agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

**27. Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other Person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively.



SCANNED
DEC 01 2022
2022-003894

GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

**28. Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

**29. Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the Lien created by this Mortgage.

**30. Release.** When all Secured Obligations have been paid in full, Lender has no obligation to make additional Loans and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the Lien of this Mortgage.

**31. Additional Provisions**. The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this Mortgage and to the Property.

**32. Collateral Agency Agreement**. This Mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

**33. Entire Agreement.** This Mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Mortgage and any other agreements required by this Mortgage, this Mortgage will prevail.

**34. Other Acts**. Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this Mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

**35. No Waiver or Cure**. Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this Mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this Mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this Mortgage, in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the Lien of this Mortgage.

**36. Waivers**. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of



SCANNED
DEC 01 2022
2022-003894

Grantor, including any holder of a Lien subordinate to this Mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

**37. Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this Mortgage; (b) acknowledges that this Mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

**38. Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this Mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

**39. Governing Law.** This Mortgage shall be governed exclusively by the Applicable Laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the state where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this Mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this Mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the MCA and this Mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

**40. JURISDICTION AND VENUE.** GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF MORTGAGEE, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER TRANSACTION DOCUMENT WILL BE LITIGATED IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, IOWA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

**41. Miscellaneous.** This Mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this Mortgage. Each Party has participated in negotiating and drafting this Mortgage, so if an ambiguity or a question of intent or interpretation arises, this Mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Mortgage. Mortgagee or Secured Parties are authorized to execute any other documents or take any other actions necessary to effectuate this Mortgage and security agreement and the consummation of the transactions contemplated herein including but not limited to taking any action deemed by Mortgagee or Secured Parties to be necessary or desirable to establish, perfect, protect or enforce the Mortgagee or Secured Parties' interest in the Property. This Mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation



SCANNED
DEC 01 2022
2022-003894

Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other Lien on the Property. All rights and remedies under this Mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

42. **INDEMNIFICATION.** GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

43. **WAIVER OF TRIAL BY JURY. GRANTOR AND, BY ACCEPTANCE HEREOF, MORTGAGEE (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY, AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.**

44. **Future Advances**. Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.



SCANNED
DEC 01 2022
2022-003894

Grantor is signing this Mortgage effective as of the day and year first written above.

**GRANTOR**

**G5 LAND COMPANY, LLC**, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C. and G5 Land Company)
**CRANNEY RANCHES, LLC**, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.)
**CRANNEY LAND COMPANY, L.L.C.**, an Idaho limited liability company

Address for Notices:
1310 South 600 West
Oakley, ID 83346

By: CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager

By: CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager

By: _____
RYAN WAYNE CRANNEY
its President, Manager

By: _____
ARDEN LEE CRANNEY
its Secretary, Manager

By: _____
SCOTT TYLER CRANNEY
Its Treasurer, Manager



SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared RYAN WAYNE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the President, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, LLC, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C. and G5 Land Company), CRANNEY RANCHES, LLC, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.) and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared ARDEN LEE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Secretary, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, LLC, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C. and G5 Land Company), CRANNEY RANCHES, LLC, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.) and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024



SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, Janice Thompson, a Notary Public, personally appeared SCOTT TYLER CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Treasurer, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, LLC, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C. and G5 Land Company), CRANNEY RANCHES, LLC, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.) and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: Janice C. Thompson

My Commission Expires:
09-12-2024



SCANNED
DEC 01 2022
2022-003894

**EXHIBIT A**

G5 Land Company
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
**Legal Description of Real Estate**

Cassia County, Idaho

Legal Description:

TRACT A

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: SE¼ EXCEPT the Highway right-of-way

Section 23: S½; NE¼

Section 26: ALL

Section 27: N½ SAVE AND EXCEPT the following described Tracts:

Tract No. 1:
Beginning at the Southwest corner of the SW¼NW¼ of Section 27, which shall be the Point of Beginning;
Thence North along the west section line of Section 27 for a distance of 230 feet;
Thence East parallel to the south line of the SW¼NW¼ of Section 27 for a distance of 340 feet;
Thence South parallel to the west section line for a distance of 230 feet to the south line of the SW¼NW¼ of Section 27;
Thence West along the south line of the SW¼NW¼ of Section 27 for a distance of 340 feet to the Point of Beginning.

Tract No. 2:
Beginning at the Northwest Corner of Section 27, marked by Brass cap; Thence South 00°28'48" West for a distance of 2225.62 feet;
Thence South 89°31'12" East for a distance of 75 feet; Thence South 89°31'12' East for a distance of 160 feet to the Point of Beginning;
Thence North 00°28'48" East for a distance of 35 feet;
Thence South 89°31'12" East for a distance of 50 feet;
Thence South 00°28'48" West for a distance of 50 feet;
Thence North 89°31'12" West for a distance of 50 feet;
Thence North 00°28'48" East for a distance of 15 feet to the Point of Beginnig.

Section 34: Part of the SW¼NW¼, more particularly described as follows:

Beginning at the West ¼ Section corner of said Section 34, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 0°06'37" West along section line for 327.56 feet to a ½ inch rebar;
Thence South 89°03'18" East for 265.97 feet to a ½ inch rebar;
Thence South 0°06'37" East for 327.56 feet to a ½ inch rebar on the quarter section line;
Thence North 89°03'18" West along said quarter section line for 265.97 feet to the Point of Beginning.

Section 35: N½

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: Part of the SW¼NW¼, more particularly described as follows:

Beginning at the Southwest corner of the SW¼NW¼ of Section 27, which shall be the Point of Beginning;
Thence North along the west section line of Section 27 for a distance of 230 feet;
Thence East parallel to the south line of the SW¼NW¼ of Section 27 for a distance of 340 feet;
Thence South parallel to the west section line for a distance of 230 feet to the south line of the SW¼NW¼ of Section 27;
Thence West along the south line of the SW¼NW¼ of Section 27 for a distance of 340 feet to the Point of Beginning.

SCANNED
DEC 01 2022
2022-003894

TRACT B

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: Part of the NE¼ of said Section 26, more particularly described as follows:

Beginning at the Southwest corner of the SW¼NE¼ of Section 26, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East along the quarter section line for 653.51 feet to a 5/8 inch rebar; thence North 0°35'22" East for 725.88 feet to a 5/8 inch rebar at the Point of Beginning;
Thence North 0°34'17" West for 598.93 feet to a ½ inch rebar on the South line of the Macadam Industrial Park;
Thence South 89°33'57" East along the South line of the Macadam Industrial Park for 165.64 feet to a ½ inch rebar;
Thence South 0°08'36" West for 594.53 feet to a ½ inch rebar;
Thence South 89°05'13" West for 158.20 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: Part of the NE¼ of said Section 26, more particularly described as follows:

Beginning at the Southwest corner of the SW¼NE¼ of Section 26, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East along the quarter section line for 653.51 feet to a 5/8 inch rebar; thence North 0°35'22" East for 725.88 feet to a 5/8 inch rebar; Thence North 89°05'13" East for 319.36 feet to a point which shall be known as the True Point of Beginning;
Thence North 0°08'36" East for 590.74 feet to a point on the South line of the Macadam Industrial Park;
Thence South 89°33'57" East along the South line of the Macadam Industrial Park for 484.58 feet to a point;
Thence South 0°46'24" West for 580.09 feet to a point;
Thence South 89°05'13" West for 478.26 feet to the True Point of Beginning.

EASEMENT NO. 1:
Easement for ingress and egress for the benefit of Parcels Nos. 1 and 2, over the following land:

Beginning at the Southwest corner of the SW¼NE¼ of Section 26, Township 10 South, Range 22 East of the Boise Meridian, Cassia County, Idaho, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East (South 89°40'00" East rec.) along the quarter section line for 653.51 feet (655.44 feet rec.) to a 5/8 inch rebar; thence North 0°35'22" East (North 0°35'44" East rec.) for 725.88 feet (726.22 feet rec.) to a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°30'41" West for 50.00 feet to a ½ inch rebar;
Thence North 0°34'17" West for 598.86 feet to a 5/8 inch rebar;
Thence North 0°58'37" East (North 0°45'11" East rec.) for 369.16 feet (366.70 feet rec.) to a 5/8 inch rebar on the South boundary of Blaw Knox Drive;
Thence South 86°44'00" East (South 86°53' East rec.) along the South boundary of Blaw Knox Drive for 50.02 feet to a 5/8 inch rebar;
Thence South 0°58'37" West for 366.69 feet to a 5/8 inch rebar;
Thence South 0°34'17" East for 598.93 feet to the Point of Beginning.

EASEMENT NO. 2:
Easement for ingress and egress for the benefit of Parcel No. 2 over the North and South 50 feet of the following described land:

Beginning at the Southwest corner of the SW¼NE¼ of Section 26, Township 10 South, Range 22 East of the Boise Meridian, Cassia County, Idaho, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East along the quarter section line for 653.51 feet to a 5/8" rebar; thence North 0°35'22" East for 725.88 feet to a 5/8" rebar; thence North 89°05'13" East for 158.20 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 0°08'36" East for 594.53 feet to a ½ inch rebar on the South line of the Macadam Industrial Park;
Thence South 89°33'57" East along the South line of the Macadam Industrial Park for 161.14 feet to a ½ inch rebar;
Thence South 0°08'36" West for 590.74 feet to a ½ inch rebar;
Thence South 89°05'13" West for 161.16 feet to the Point of Beginning.

SCANNED
DEC 01 2022
2022-003894

PARCEL NO. 3:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lots 1 and 2, S½NE¼, SE¼, EXCEPTING the following described tracts:

Tract No. 1:
Beginning at the Southeast corner of the SE¼NE¼ of said Section 6, which shall be the True Point of Beginning;
Thence North 89°52' West for 295.16 feet along the quarter section line to a point;
Thence North 0°22' East for 295.16 feet to a point;
Thence South 89°52' East for 295.16 feet to a point on section line;
Thence South 0°22' West for 295.16 feet to the True Point of Beginning.

Tract No. 2:
Beginning at a point 1130.76 feet South 0°22' West from the Northeast corner of the NE¼SE¼ of said Section 6, which shall be the True Point of Beginning.
Thence South 0°22' West for 60.0 feet along section line to a point;
Thence North 89°52' West for 32.0 feet to a point;
Thence North 0°22' East for 60.0 feet to a point;
Thence South 89°52' East for 32.0 feet to the True Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: A part of the SE¼NE¼ of said Section 6, more particularly described as follows:

Beginning at the Southeast corner of the SE¼NE¼ of said Section 6, which shall be the True Point of Beginning;
Thence North 89°52' West for 295.16 feet along the quarter section line to a point;
Thence North 0°22' East for 295.16 feet to a point;
Thence South 89°52' East for 295.16 feet to a point on section line;
Thence South 0°22' West for 295.16 feet to the True Point of Beginning.

PARCEL NO. 5:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: Part of the W½SE¼ of said Section 27, more particularly described as follows:

Beginning at the South quarter section corner of said Section 27, said corner marked by a 3 inch Cassia County survey cap; thence North 0°11'00" East along the quarter section line for 1161.46 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 0°11'00" East along said quarter section line for 155.19 feet to a ½ inch rebar;
Thence North 89°36'42" East for 480.80 feet to a ½ inch rebar;
Thence South 20°08'49" West for 165.72 feet to a ½ inch rebar;
Thence South 89°36'42" West for 424.22 feet to the Point of Beginning.

EASEMENT NO. 3:
A non-exclusive 40 foot wide access easement for the benefit of Parcel No. 5 as created by Warranty Deed recorded August 23, 1989 as Instrument No. 203577, records of Cassia County, Idaho, the West line being described as follows:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: Beginning at the South ¼ corner of Section 27, said point marked by a U.S. Government Brass Cap; thence North 89°46' East along section line for 38.12 feet to a P.K. Nail which shall be the Point of Beginning;
Thence North 21°13'31" East for 207.93 feet to a ½ inch rebar;
Thence North 9°28'56" East for 210.48 feet to a ½ inch rebar;
Thence North 20°08'49" East for 978.22 feet to a ½ inch rebar, which point is the terminus of said 40 foot easement.

SCANNED
DEC 01 2022
2022-003894

PARCEL NO. 6:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: W½

Section 26: SE¼

PARCEL NO. 7:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: NE¼SW¼ and that part of the NW¼SW¼ more particularly described as follows:

Beginning at the Northwest corner of said NW¼SW¼; Thence South 89°26'11"East along the ¼ section line for 605.03 feet (East for 611 feet rec.) to the Point of Beginning;
Thence South 89°26'11"East along the ¼ section line for 707.68 feet (East for 709 feet rec.) to the Northeast corner of the NW¼SW¼;
Thence South 0°30'32"East for 1308.49 feet (South for 80 rods rec.) to the Southeast corner of the NW¼SW¼;
Thence North 89°24'35"West along the South line of the NW¼SW¼ for 1172.27 feet (West for 1180 feet rec.);
Thence North 0°31'40"West (North rec.), parallel with and 140 feet perpendicular from the section line, for 445.93 feet;
Thence South 87°08'44"East for 183.28 feet (South 88°00'East for 183.11 feet rec.);
Thence North 0°31'40"West (North 0°18'West rec.) for 404.35 feet;
Thence South 89°26'11"East (East rec.) for 282.00 feet;
Thence North 0°31'40"West (North rec.) for 465.00 feet to the Point of Beginning.

PARCEL NO. 8:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: Part of the W½SE¼, more particularly described as follows;

Beginning at the Southwest corner of the SE¼, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 00°16'21"West along the West line of the SE¼ for a distance of 2616.56 feet to the Center quarter corner of Section 32;
Thence South 89°33'07"East along the North line of the SE¼ of Section 32 for a distance of 210.08 feet to a ½ inch rebar on the centerline of the Oregon Short Line Railroad(abandoned);
Thence South 00°13'10"East along said centerline for a distance of 2616.69 feet to a ½ inch rebar on the South line of the SE¼ of Section 32;
Thence North 89°30'35"West along said line for a distance of 108.16 feet to the North quarter corner of Section 5 in Township 13 South, Range 22, said corner marked by a 5/8 inch rebar;
Thence North 89°30'35"West for a distance of 99.49 feet to the Point of Beginning.

PARCEL NO. 9:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: S½

PARCEL NO. 10:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lot 2; SW¼NE¼

PARCEL NO. 11:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: N½, SAVE AND EXCEPT the following described tracts:

SCANNED
DEC 01 2022
2022-003894

Tract No. 1:
Beginning at the East ¼ section corner of said Section 22, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°39'02" West along the South line of the NE¼ for a distance of 842.89 feet to a ½ inch rebar;
Thence North 00°26'48" West for a distance of 25.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1177.18 feet to a ½ inch rebar, said curve having a radius of 1384.42 feet and a central angle of 48°43'09" with a long chord bearing of North 45°17'10" East for a distance of 1142.04 feet;
Thence South 89°39'02" East for a distance of 25.00 feet to a ½ inch rebar on the East line of Section 22;
Thence South 00°26'48" East along the East line of Section 22 for a distance of 833.51 feet to the Point of Beginning.

Tract No. 2:
Beginning at the Southwest section corner of Section 22, said corner marked by a U.S. General Land Office iron pipe with brass cap on top; Thence North 00°25'22" West (North 0°19' West rec.) along the West section line for a distance of 2239.36 feet (2243.24 feet rec.) to the Southerly right-of-way of State Highway 27; Thence North 33°40'29" East (North 33°43'14" East rec.) along said right-of-way for a distance of 509.17 feet (504.33 feet rec.) to a ½ inch rebar which shall be the Point of Beginning;
Thence North 33°40'29" East (North 33°43'14" East rec.) continuing along said right-of-way for a distance of 373.39 feet (373.71 feet rec.) to a ½ inch rebar;
Thence South 68°51'10" East for a distance of 256.35 feet to a ½ inch rebar;
Thence South 03°36'07" West for distance of 215.33 feet to a ½ inch rebar;
Thence South 89°33'24" West for a distance of 73.06 feet to a 3/8 inch rebar;
Thence South 89°33'24" West (South 89°37' West rec.) for a distance of 359.54 feet (360.11 feet rec.) to the Point of Beginning.

Tract No. 3:
Beginning at the Southwest section corner of Section 22, said corner marked by a U.S. General Land Office iron pipe with brass cap on top; Thence North 00°25'22" West (North 0°19' West rec.) along the West section line for a distance of 2239.36 feet (2243.24 feet rec.) to the Southerly right-of-way of State Highway 27; Thence North 33°40'29" East (North 33°43'14" East rec.) along said right-of-way for a distance of 882.56 feet to a ½ inch rebar; Thence South 68°51'10" East for a distance of 88.00 feet to the Point of Beginning;
Thence North 21°33'33" East for a distance of 20.17 feet;
Thence North 86°45'07" West for a distance of 1.42 feet;
Thence North 03°14'53" East for a distance of 20.00 feet;
Thence South 86°45'07" East for a distance of 20.00 feet;
Thence South 03°14'53" West for a distance of 20.00 feet;
Thence North 86°45'07" West for a distance of 8.04 feet;
Thence South 21°33'33" West for a distance of 23.41 feet;
Thence North 68°51'10" West for a distance of 10.00 feet to the Point of Beginning.

Tract No. 4:
That portion of said property deeded to the State of Idaho for Highway right-of-way.

PARCEL NO. 12:
TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SE¼SW¼, more particularly described as follows:

Beginning at the South ¼ section corner of said Section 31, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top;
Thence South 89°44'55" West along the South section line for a distance of 33.49 feet to the Point of Beginning;
Thence South 89°44'55" West continuing along said line for a distance of 276.24 feet;
Thence North 00°17'59" East for a distance of 13.81 feet to a ½ inch rebar;
Thence North 00°17'59" East for a distance of 484.83 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 369.36 feet to a ½ inch rebar, said curve having a radius of 1322.66 feet and a central angle of 16°00'01" and a long chord bearing of North 30°49'00" East for a distance of 368.16 feet;
Thence North 89°44'55" East for a distance of 122.77 feet to a ½ inch rebar on the East line of the SE¼SW¼;
Thence South 00°17'59" West along said line for a distance of 570.58 feet to a ½ inch rebar;
Thence South 37°46'46" West for a distance of 51.05 feet to a ½ inch rebar;
Thence South 00°58'54" West for a distance of 179.55 feet to a ½ inch rebar;
Thence South 00°58'54" West for a distance of 23.69 feet to the Point of Beginning.

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DEC 01 2022
2022-003894

PARCEL NO. 13:
TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: Part of the NE¼ of said Section 26, more particularly described as follows:

Beginning at the Southwest corner of the SW¼NE¼ of said Section 26, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East along the quarter section line for 653.51 feet to a 5/8 inch rebar; thence North 0°35'22" East for 725.88 feet to a 5/8 inch rebar; thence North 89°05'13" East for 158.20 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 0°08'36" East for 594.53 feet to a ½ inch rebar on the South line of the Macadam Industrial Park;
Thence South 89°33'57" East along the South line of the Macadam Industrial Park for 161.14 feet to a ½ inch rebar;
Thence South 0°08'36" West for 590.74 feet to a ½ inch rebar;
Thence South 89°05'13" West for 161.16 feet to the Point of Beginning.

EASEMENT NO. 4:
An easement for ingress and egress for the benefit of Parcel No. 13 over and across the following described property:

Beginning at the Southwest corner of the SW¼NE¼ of said Section 26, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East (South 89°40'00" East rec.) along the quarter section line for 653.51 feet (655.44' rec.) to a 5/8 inch rebar; thence North 0°35'22" East (North 0°35'44" East rec.) for 725.88 feet (726.22' rec.) to a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°30'41" West for 50.00 feet to a ½ inch rebar;
Thence North 0°34'17" West for 598.88 feet to a 5/8 inch rebar;
Thence North 0°58'37" East (North 0°45'11" East rec.) for 369.16 feet (366.70' rec.) to a 5/8 inch rebar on the South boundary of Blaw Knox Drive;
Thence South 86°44'00" East (South 86°53' East rec.) along the South boundary of Blaw Knox Drive for 50.02 feet to a 5/8 inch rebar;
Thence South 0°58'37" West for 366.69 feet to a 5/8 inch rebar;
Thence South 0°34'17" East for 598.93 feet to the Point of Beginning.

EASEMENT NO. 5:
A 50 foot wide access easement across the North and South 50 feet of the following described property for the benefit of Parcel No. 13:

Beginning at the Southwest corner of the SW¼NE¼ of Section 26, said corner marked by a 5/8 inch rebar; thence South 89°40'05" East along the quarter section line for 653.51 feet to a 5/8 inch rebar; thence North 0°35'22" East for 725.88 feet to a 5/8 inch rebar at the Point of Beginning;
Thence North 0°34'17" West for 598.93 feet to a ½ inch rebar on the South line of the Macadam Industrial Park;
Thence South 89°33'57" East along the South line of the Macadam Industrial Park for 165.64 feet to a ½ inch rebar;
Thence South 0°08'36" West for 594.53 feet to a ½ inch rebar;
Thence South 89°05'13" West for 158.20 feet to the Point of Beginning.

TRACT C

PARCEL NO. 1:
TOWNSHIP 15 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: W½NW¼ and the W½SW¼ EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

Section 5: SE¼SW¼ EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

PARCEL NO. 2:
TOWNSHIP 15 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3, 4 and 5, the SE¼NE¼ and the E½SE¼

Section 7: E½NE¼; Lots 1, 2 and 3 and the NE¼SE¼.

Section 8: N½SW¼; SE¼; W½NE¼ and NW¼ EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

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DEC 01 2022
2022-003894

PARCEL NO. 3:
TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 1: All EXCEPT Lot 4

Section 3: S½NE¼; N½SE¼; SW¼SE¼;

ALSO INCLUDED the following described parcel:

Beginning at the Center ¼ section corner of said Section 3, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 00°10'58" West along the East line of the SW¼ for a distance of 1157.86 feet to a ½ inch rebar;
Thence North 89°49'21" West for a distance of 564.02 feet to a ½ inch rebar;
Thence North 29°13'02" West for a distance of 1056.22 feet to a ½ inch rebar;
Thence North 02°22'43" East for a distance of 1189.56 feet to a ½ inch rebar;
Thence North 88°44'48" East for a distance of 1037.27 feet to a ½ inch rebar on the East line of the NW¼;
Thence South 00°10'58" West along the East line of the NW¼ for a distance of 976.96 feet to the Point of Beginning.

Section 9: NW¼NE¼; NE¼NW¼

Section 12: NE¼; NE¼NW¼; S½NW¼; N½SE¼; NE¼SW¼; SE¼SE¼

Section 13: W½NE¼

PARCEL NO. 4:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 15: SW¼NW¼; W½SW¼

Section 25: E½SE¼ EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

Section 35: S½NE¼ and the SE¼

PARCEL NO. 5
TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 30: Lot 4 EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

Section 31: All, EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

Section 32: W½SW¼ EXCEPT that part which lies East of the West boundary of Birch Creek County Road.

PARCEL NO. 6:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: NE¼, EXCEPT the following parcel of land:

Beginning at the Northwest corner of the NE¼ of said Section 9, which shall be known as the True Point of Beginning;
Thence South 0°00'25" East along the quarter section line for 2,645.08 feet to the center of Section 9;
Thence South 89°20'00" East along the quarter section line for 1,048.80 feet to a point;
Thence North 3°41'10" West for 548.19 feet along a fence line to a point;
Thence North 6°22'17" West for 790.87 feet along said fence line to a point;
Thence North 8°44'00" West for 1,331.41 feet along said fence line to a point on the section line;
Thence North 89°20'42" West along section line for 723.93 feet to the True Point of Beginning.

Section 10: NE¼, N½NW¼, SE¼NW¼

SCANNED
DEC 01 2022
2022-003894

Section 11: W½SW¼

Section 14: NW¼, N½SW¼, and part of the SW¼NE¼, more particularly described as follows:

Beginning at the Northwest corner of the SW¼NE¼, thence running South a distance of 600 feet;
Thence Northeasterly a distance of 800 feet, more or less to the Birch Creek Road;
Thence Northwesterly along the West boundary line of the Birch Creek Road 430 feet, more or less, to a point where the West boundary line of the Birch Creek Road intersects the North boundary line of said SW¼NE¼;
Thence Westerly along said boundary line 700 feet, more or less, to the Point of Beginning.

PARCEL NO. 7:
TOWNSHIP 15 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: NE¼NE¼, and the following described tract:

Beginning at the Southeast corner of said Section 8; Thence West 440 feet, more or less, along the South boundary line of the said Section to the Point of intersection thereof at the center line of the right-of-way of the Birch Creek County Road;
Thence Northwesterly along the center line of such right-of-way to the point of intersection thereof with the North boundary line of the SW¼SE¼ of said Section 8 at a point approximately 200 feet West of the Northeast corner thereof;
Thence Northwesterly along the said center line of the said right-of-way to the point of its intersection with the North line of the NW¼SE¼ of said Section 8 at a point approximately 800 feet West from the Northeast corner thereof;
Thence Northwesterly along the center line of said right-of-way to the point of intersection thereof with the North boundary line of the SW¼NE¼ of said Section 8 at a point approximately 940 feet West of the Northeast corner thereof;
Thence Northwesterly along the center line of the said right-of-way of said County road to the intersection thereof with the North boundary line of said Section 8 at a point approximately 600 feet West from the Northeast corner of the NW¼ of said Section 8;
Thence East to the Northeast corner of the NW¼NE¼ of said Section 8;
Thence South along the East boundary line of the said NW¼NE¼ to the Southeast corner thereof;
Thence East along the North boundary line of the SE¼NE¼ of the said Section 8 to the Northeast corner of the SE¼NE¼ of said Section 8;
Thence South along the East boundary line of the said Section 8 to the Point of Beginning.

Section 9: W½NW¼, S½

TOWNSHIP 13 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: W½SE¼, E½SE¼ and SW¼

Section 9: N½NW¼, SE¼NW¼, NE¼SW¼

SAVE and EXCEPT Part of the NW¼, more particularly described as follows:

Beginning at the North ¼ section corner of said Section 9 said corner marked by a 5/8 inch rebar; Thence South 89°53'54" West along the section line for 713.91 feet to a ½" rebar which shall be the Point of Beginning;
Thence South 08°28'00" West for a distance of 770.09 feet to a ½ inch rebar;
Thence South 16°47'51" West for a distance of 316.93 feet to a ½ inch rebar;
Thence South 27°09'50" West for a distance of 293.95 feet to a ½ inch rebar;
Thence North 69°28'55" West for a distance of 383.62 feet to a ½ inch rebar;
Thence North 09°12'54" East for a distance of 1206.85 feet to a ½ inch rebar on section line;
Thence North 89°53'54" East along section line for a distance of 505.19 feet to the Point of Beginning.

TRACT D

PARCEL NO. 1:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: S½NW¼, LESS that portion deeded for highway purposes,

SCANNED
DEC 01 2022
2022-003894

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the West ¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 212.24 feet;
Thence South 89°24'52" East for a distance of 12.04 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 185.19 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 18.62 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 00°48'54" with a long chord bearing of South 30°11'11" East for a distance of 18.62 feet;
Thence South 00°01'19" East for a distance of 196.23 feet to a ½ inch rebar;
Thence North 89°24'52" West for a distance of 206.59 feet to the Point of Beginning.

Tract No. 2:
Beginning at the West ¼ section corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 206.59 feet to a ½ inch rebar;
Thence North 00°01'19" West for a distance of 196.23 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1020.57 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 44°39'47" with a long chord bearing of South 52°55'38" East for a distance of 994.93 feet;
Thence South 00°29'10" West for a distance of 45.85 feet to a ½ inch rebar on the South line of the SW¼NW¼;
Thence North 89°30'49" West along the South line of the SW¼NW¼ for a distance of 999.81 feet to the Point of Beginning.

Tract No. 3:
Beginning at the West ¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the South line of the NW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°29'10" East for a distance of 50.35 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1250.75 feet to a ½ inch rebar, said curve having a radius of 1331.24 feet and a central angle of 53°49'53" with a long chord bearing of North 45°20'29" East for a distance of 1205.25 feet;
Thence South 89°30'54" East for a distance of 30.01 feet to a ½ inch rebar on the West right-of-way of State Highway 27;
Thence South 00°05'09" West along the West right-of-way of State Highway 27 for a distance of 903.72 feet to a ½ inch rebar;
Thence South 00°31'08" West along the West right-of-way of State Highway 27 for a distance of 1.04 feet to the South line of the NW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 312.08 feet to a 5/8 inch rebar at the Northwest Corner of the NW¼NE¼NE¼SW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 574.32 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: N½SW¼, LESS that portion deeded for highway purposes,

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the West ¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the NW¼SW¼ for a distance of 999.81 feet to a ½ inch rebar;
Thence South 00°29'10" West for a distance of 22.39 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1321.96 feet to a ½ inch rebar, said curve having a radius of 1328.77 feet and a central angle of 57°00'07" with a long chord bearing of South 47°15'35" West for a distance of 1268.11 feet;
Thence North 89°29'59" West for a distance of 55.33 feet to a ½ inch rebar;
Thence North 89°29'59" West for a distance of 14.67 feet to the West line of Section 9;
Thence North 00°06'49" East along the West line of Section 9 for a distance of 890.90 feet to the Point of Beginning;

SCANNED
DEC 01 2022
2022-003894

Tract No. 2:
Beginning at the West ¼ section corner of Section 9 said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the SW¼ for a distance of 574.32 feet to a 5/8 inch rebar at the Northwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 00°11'18" West along the West line of the NE¼NE¼NE¼SW¼ for a distance of 328.13 feet to a 5/8 inch rebar the Southwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 89°31'38" East along the South line of the NE¼NE¼NE¼SW¼ for a distance of 310.19 feet to a ½ inch rebar on the West right-of-way of State Highway 27;
Thence South 00°31'08" West along the West right-of-way of State Highway 27 for a distance of 495.99 feet to a ½ inch rebar;
Thence North 89°30'54" West for a distance of 30.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1213.76 feet to a ½ inch rebar, said curve having a radius of 1346.77 feet and a central angle of 51°38'13" with a long chord bearing of North 46°22'12" West for a distance of 1173.10 feet;
Thence North 00°29'10" East for a distance of 21.85 feet to the Point of Beginning;

Tract No. 3:
Beginning at the West ¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 2,312.95 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 00°11'18" West 328.13 feet;
Thence South 89°31'38" East 310.19 feet;
Thence North 00°31'08" East 328.06 feet;
Thence North 89°30'49" West along the North line of the SW¼ for a distance of 312.08 feet to the Point of Beginning.

Also described as the NE¼NE¼NE¼SW¼.

Tract No. 4:
Beginning at the Southwest corner of the NW¼SW¼;
Thence East 150 feet;
Thence North 150 feet;
Thence West 150 feet;
Thence South 150 feet to the Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: SE¼NW¼, Lot 2

PARCEL NO. 4:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: E½SW¼, Lots 3 and 4

PARCEL NO. 5:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: SW¼NW¼, SW¼, W½SE¼, SE¼SE¼, EXCEPTING the following described tract:

Beginning at the Southeast corner of the SW¼ of said Section 5, which shall be the True Point of Beginning;
Thence North 89°45' West for 295.16 feet along section line to a point;
Thence North 0°12' East for 295.16 feet to a point;
Thence South 89°45' East for 295.16 feet to a point on section line;
Thence South 0°12' West for 295.16 feet to the True Point of Beginning.

ALSO EXCEPTING the following described tract:

SCANNED
DEC 01 2022
2022-003894

Beginning at a point on section line 37.38 feet South 0°22' West from the Northwest corner of the SW¼NW¼ of said Section 5, which shall be the True Point of Beginning;
Thence South 89°38' East for 179.4 feet to a point;
Thence North 0°22' East for 37.18 feet to a point;
Thence South 89°42' East for 40.0 feet to a point;
Thence South 0°22' West for 57.13 feet to a point;
Thence North 89°38' West for 219.4 feet to a point on section line;
Thence North 0°22' East for 20.0 feet to the True Point of Beginning.

PARCEL NO. 6:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: NE¼SE¼

PARCEL NO. 7:
The right to maintain a pump and apparatus on real property in Lot 1, Section 30, Township 12 South, Range 22 East, Boise Meridian, Cassia County, Idaho, as created in that certain Joint Use Agreement by and between Cranney Ranches, a partnership and LCSC Enterprises, LLC, dated May 30, 2007 and recorded on July 2, 2007 as Instrument No. 2007-316874, records of Cassia County, Idaho and assigned by Cranney Ranches, a partnership, to Rabo AgriFinance, Inc., its successors and assigns, and consented to by LCSC Enterprises, LLC in that certain Assignment of Joint Use Agreement dated March 23, 2012 and recorded on April 6, 2012 as Instrument No. 2012-001450, records of Cassia County, Idaho.

TRACT E

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE¼ and Part of the SW¼, more particularly described as follows:

Beginning at the South ¼ Corner of Section 29, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap which shall be the Point of Beginning;
Thence North 88°58'55" West along the south line of Section 29 for a distance of 413.84 feet;
Thence North 00°15'23" West for a distance of 25.00 feet to a ½ inch rebar;
Thence North 00°15'23" West for a distance of 124.82 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 793.56 feet to a ½ inch rebar, said curve having a radius of 1435.00 feet, a delta angle of 31°41'04", and a long chord bearing of North 43°03'52" East for a distance of 783.48 feet;
Thence South 88°58'55" East for a distance of 73.47 feet to a ½ inch rebar;
Thence South 00°15'23" East (South 0°11'29" East, rec.) for a distance of 727.77 feet to a p.k. nail on the south line of Section 29;
Thence South 89°51'12" West (South 89°55'30" West, rec.) along said section line for a distance of 197.25 feet (197.29 feet, rec.) to the Point of Beginning.

TRACT F

PARCEL NO. 1:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: Part of the S½NW¼ and Part of the N½SW¼, more particularly described as follows:

Beginning at the West ¼ Corner of Section 35, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North 01°11'21" East along the west line of Section 35 for a distance of 314.97 feet to a ½ inch rebar;
Thence South 89°13'31" East for a distance of 1365.01 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 1668.51 feet to a 5/8 inch rebar on the east line of the SW¼, said curve having a radius of 1340.00 feet, a delta angle of 71°20'32", and a long chord bearing of South 52°46'43" East for a distance of 1562.81 feet;
Thence South 00°50'40" West along said ¼ section line for a distance of 695.44 feet to a 5/8 inch rebar at the Southeast Corner of the N½SW¼;
Thence North 89°12'17" West along the south line of the N½SW¼ for a distance of 1393.72 feet;

SCANNED
DEC 01 2022
2022-003894

Thence North 01°14'02" West for a distance of 26.46 feet to a ½ inch rebar;
Thence North 01°14'02" West for a distance of 240.46 feet to a 5/8 inch rebar;
Thence North 89°20'41" West for a distance of 290.74 feet to a ½ inch rebar;
Thence South 00°03'10" East for a distance of 239.94 feet to a ½ inch rebar;
Thence South 00°03'10" East for a distance of 26.14 feet to the south line of the N½SW¼;
Thence North 89°12'17" West along said 1/16 section line for a distance of 943.07 feet to the Southwest Corner of the N½SW¼;
Thence North 01°11'21" East along the west line of Section 35 for a distance of 1307.99 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: Part of the S½SW¼, more particularly described as follows:

Beginning at the West ¼ Corner of Section 35, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 01°11'21" West along the west line of Section 35 for a distance of 1307.99 feet to the Northwest Corner of the S½SW¼ which shall be the Point of Beginning;
Thence South 89°12'17" East along the north line of the S½SW¼ for a distance of 1221.88 feet;
Thence South 04°29'58" East for a distance of 25.11 feet to a ½ inch rebar;
Thence South 04°29'58" East for a distance of 318.35 feet to a ½ inch rebar;
Thence South 89°12'17" East for a distance of 543.70 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 646.93 feet to a ½ inch rebar, said curve having a radius of 1325.04 feet, a delta angle of 27°58'26", and a long chord bearing of North 63°07'40" East for a distance of 640.53 feet;
Thence North 00°56'30" East for a distance of 16.43 feet to a ½ inch rebar;
Thence North 00°56'30" East for a distance of 28.15 feet to the north line of the S½SW¼;
Thence South 89°12'17" East along said 1/16 section line for a distance of 268.36 feet to a 5/8 inch rebar;
at the Northwest Corner of the SW¼SE¼;
Thence South 89°12'17" East along the north line of the SW¼SE¼ for a distance of 359.73 feet;
Thence South 04°40'56" East for a distance of 29.62 feet to a ½ inch rebar;
Thence South 04°40'56" East for a distance of 38.41 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 1419.42 feet to a ½ inch rebar, said curve having a radius of 1304.50 feet, a delta angle of 62°20'36", and a long chord bearing of South 43°46'24" East for a distance of 1350.43 feet;
Thence South 88°57'08" East for a distance of 4.83 feet to a ½ inch rebar on the east line of the SW¼SE¼;
Thence South 00°40'20" West along said 1/16 section line for a distance of 278.85 feet to a 5/8 inch rebar at the Southeast Corner of the SW¼SE¼;
Thence North 89°11'41" West along the south line of Section 35 for a distance of 1320.46 feet to the South ¼ Corner of Section 35;
Thence North 89°11'41" West along said section line for a distance of 2640.90 feet to a 5/8 inch rebar with a 3 inch aluminum cap at the Southwest Corner of Section 35;
Thence North 01°11'21" East along the west line of Section 35 for a distance of 1307.99 feet to the Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: That part of the NW¼NW¼, more particularly described as follows:

Beginning at the Northwest Corner of the NW¼; Thence South 00°07'41" East for a distance of 33.00 feet to the Point of Beginning;
Thence South 89°12'07" East for a distance of 1320.66 feet to the east line of the NW¼NW¼;
Thence South 00°07'28" West for a distance of 1273.04 feet;
Thence North 88°57'49" West for a distance of 1320.82 feet;
Thence North 00°07'41" East along the west line of Section 2 for a distance of 1267.55 feet to the Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Lots 2 and 3

SCANNED
DEC 01 2022
2022-003894

PARCEL NO. 5:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: All of the N½SW¼NW¼ and part of the S½SW¼NW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 2, said corner marked by a 5/8 inch rebar; Thence North 00°07'41" East along the West line of Section 2 for a distance of 655.18 feet to the Point of Beginning;
Thence North 00°07'41" East along the West line of Section 2 for a distance of 4.99 feet to the Southwest corner of the N½SW¼NW¼;
Thence North 00°07'41" East along the West line of Section 2 for a distance of 660.17 feet to the Northwest corner of the N½SW¼NW¼;
Thence South 88°57'49" East along the North line of the N½SW¼NW¼ for a distance of 1320.82 feet to the Northeast corner of the N½SW¼NW¼;
Thence South 00°07'28" West along the East line of the N½SW¼NW¼ for a distance of 658.89 feet to the Southeast corner of the N½SW¼NW¼;
Thence South 00°07'28" West along the East line of the S½SW¼NW¼ for a distance of 6.58 feet;
Thence North 88°57'00" West for a distance of 1314.57 feet to a ½ inch rebar;
Thence North 88°57'00" West for a distance of 6.30 feet to the Point of Beginning.

PARCEL NO. 6:
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: Part of the SE¼, S½NE¼ and the SE¼NW¼, more particularly described as follows:

Beginning at the Southeast Corner of said Section 2, marked by an iron pipe with brass cap which shall be the Point of Beginning;
Thence North 88°53'18" West along the south line of said Section 2 for a distance of 2642.55 feet;
Thence North 88°53'18" West continuing along said south line for a distance of 14.39 feet;
Thence North 00°29'41" West for a distance of 2649.78 feet;
Thence North 00°29'41" West for a distance of 649.68 feet;
Thence North 88°57'00" West for a distance of 1271.48 feet;
Thence North 00°07'28" East for a distance of 6.58 feet;
Thence North 00°07'28" East for a distance of 658.89 feet;
Thence South 88°57'49" East for a distance of 1320.63 feet
Thence South 88°57'49" East for a distance of 2653.38 feet to the east line of said Section 2;
Thence South 00°25'17" East along the east line of said Section 2 for a distance of 1310.34 feet;
Thence South 00°36'32" West along the east line of said Section 2 for a distance of 2657.65 feet to the Point of Beginning.

TRACT G

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: Part of the SE¼SE¼ of said Section 21, more particularly described as follows:

Beginning at the Southeast corner of said Section 21, said corner marked by a U.S. General Land Office Pipe with brass cap which shall be the Point of Beginning;
Thence North 89°17'10" West along section line for 738.00 feet to a ½ inch rebar;
Thence North 0°20'30" West for 467.22 feet to a ½ inch rebar;
Thence South 89°17'10" East for 738.00 feet to a ½ inch rebar on section line;
Thence South 0°20'30" East along section line for 467.22 feet to the Point of Beginning.

EASEMENT NO. 1:
AN EASEMENT FOR INGRESS AND EGRESS for the benefit of Parcel No. 1, as created by Warranty Deed, dated April 7, 1987 and recorded April 15, 1987 as Instrument No. 187318, Film 189, records of Cassia County, Idaho, over and across the following described property:

SCANNED
DEC 01 2022
2022-003894

TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY

Section 21: Part of the SE¼SE¼ of said Section 21, more particularly described as follows:

Beginning at the Southeast corner of said Section 21, said corner marked by a U.S. General Land Office Pipe with brass cap; thence North 89°17'10" West along section line for 738.00 feet to a ½ inch rebar; thence North 0°20'30" West for 223.52 feet to a point which shall be the Point of Beginning;
Thence North 82°45'03" West for 489.11 feet to a point;
Thence South 33°45'18" West for 333.00 feet to a point on section line;
Thence North 89°17'10" West along section line for 89.47 feet to a ½ inch rebar on the easterly right-of-way of State Highway 27;
Thence North 33°45'18" East along said highway right-of-way for 400.25 feet to a point;
Thence South 82°45'03" East for 541.32 feet to a point;
Thence South 0°20'30" East for 50.44 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 28: That part of the NE¼NE¼ of Section 28 more particularly described as follows:

Beginning at the Northeast corner of said Section 28;
Thence North 89°17'10" West (North 89°17'30" West, rec.) along the section line 738 feet;
Thence South 0°20'30" East 200 feet;
Thence South 89°17'10" East 738 feet;
Thence North 0°20'30" West 200 feet to the Point of Beginning.

SCANNED
DEC 01 2022
2022-003894

**EXHIBIT B**

G5 Land Company
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

**Additional Property**

associated with Mortgage by G5 Land Company; Cranney Ranches, L.L.C.; and Cranney Land Company, L.L.C. on land located in Oneida and Cassia Counties, Idaho

(list specific additional Property, if any)

(Exhibit continues on next page)

SCANNED
DEC 01 2022
2022-003894

SCANNED
DEC 01 2022
2022-003894

Arbon Valley

## Private Water Rights

| Water Right | Owner of Record | Status | Priority Date | Source | Use | Individual Diversion | Combinded Diversion | Individual POU | Combined POU | AFA | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 29-13984 | GS Land Company | Decree | 3/22/1963 | Ground Water | Irrigation | 4.71 | 9.61 | 281.2 | 628 | 984.2 | Yes |
| 29-13949 | GS Land Company | Decree | 5/8/1977 | Ground Water | Irrigation | 1.41 | 9.61 | 101.7 | 628 | 406.8 | Yes |
| 29-13951 | GS Land Company | Decree | 5/8/1977 | Ground Water | Irrigation | 1.89 | 9.61 | 136.2 | 628 | 544.8 | Yes |
| 29-13950 | GS Land Company | Decree | 5/8/1977 | Ground Water | Irrigation | 0.72 | 9.61 | 52.3 | 628 | 209.2 | Yes |
| 29-13952 | GS Land Company | Decree | 5/8/1977 | Ground Water | Irrigation | 0.3 | 9.61 | 21.8 | 628 | 87.2 | Yes |
| 29-13985 | GS Land Company | Decree | 3/22/1963 | Ground Water | Irrigation | 0.58 | 9.61 | 34.8 | 628 | 121.8 | Yes |
| 29-11041 | Odell Lawrence Perkins Family Trust | Decree | 5/1/1948 | Ground Water | Domestic | 0.1 | | | | | Yes |
| | | | | | TOTAL | | 9.61 | | 628.00 | 2354.00 | |

| Flow Rate Analysis | CFS | GPM/CFS | GPM | GPM/POU | GPM/Crop AC |
|---|---|---|---|---|---|
| | 9.61 | 448.83 | 4313.26 | 6.87 | 6.87 |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights - G5 Ranch

| Place | Water Right | Owner of Record | Basis | Priority Date | Source | Use | Individual Diversion | Combined Diversion | Place of Use | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | *cfs* | | *acre* | |
| Tract I | 45-10258 | G5 Land Company LLC | Decreed | 10/1/1949 | Waste Water | Stockwater | 0 12 | | | Yes |
| | 45-10257 | G5 Land Company LLC | Decreed | 10/1/1949 | Birch Creek | Stockwater | 0 02 | | | Yes |
| Tract II | 45-10214 | G5 Land Company LLC | Decreed | 1/1/1917 | Birch Creek | Stockwater | 0 02 | | | Yes |
| | 45-12876 | G5 Land Company LLC | Decreed | 1/1/1917 | Stream | Stockwater | 0 02 | | | Yes |
| | 45-10215 | G5 Land Company LLC | Decreed | 1/1/1917 | Springs | Stockwater | 0 02 | | | Yes |
| | 45-10213 | G5 Land Company LLC | Decreed | 1/1/1917 | Goose Creek | Stockwater | 0 07 | | | Yes |
| Tract III | | | | | | | | | | |
| Tract IV | 45-423A | Cranney Ranches | Decreed | 4/12/1892 | Big Cottonwood Creek | Irrigation | 1 1 | 6 4 | 348 9 | Yes |
| | 45-423B | Cranney Ranches | Decreed | 4/12/1892 | Big Cottonwood Creek | Irrigation | 1 36 | | | Yes |
| | 45-424 | Cranney Ranches | Decreed | 4/12/1892 | Big Cottonwood Creek | Irrigation | 2 5 | | | Yes |
| | 45-439 | Cranney Ranches | Decreed | 3/31/1872 | Big Cottonwood Creek | Irrigation | 0 24 | | | Yes |
| | 45-440 | Cranney Ranches | Decreed | 4/30/1887 | Big Cottonwood Creek | Irrigation | 0 5 | | | Yes |
| | 45-442 | Cranney Ranches | Decreed | 4/30/1882 | Big Cottonwood Creek | Irrigation | 0 7 | | | Yes |
| | 45-2260 | Cranney Ranches | Decreed | 6/2/1948 | Spring | Irrigation | 1 2 | | | Yes |
| | 45-13772 | Cranney Ranches | Decreed | 3/15/1950 | Big Cottonwood Creek | Irrigation | 0 93 | | | Yes |
| | 45-13771 | Cranney Ranches | Decreed | 6/2/1948 | Spring | Stockwater | 0 06 | | | Yes |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights- 3 Tracts

| Place | Water Right | Owner of Record | Basis | Priority Date | Source | Use | Mividual Diversion | Combined Diversion | Place of Use | Combined POU | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | *cfs* | | *acres* | *acres* | |
| Tract I | 45-13599 | Cranney Ranchos | Decree | 6/11/1981 | Ground Water | Irrigation | 0 42 | 4.83 | 33 | 344 | Yes |
| | 45-7053 | Cranney Ranches | Decree | 6/22/1970 | Ground Water | Irrigation | 4 41 | | 311 | | Yes |
| Tract II | 45-14192 | Cranney Ranches | Decree | 10/23/1907 | Big Cottonwood Cr | Irrigation | 1 9 | | 96 | | Yes |
| | 45-14190 | Cranney Ranches | Decree | 5/27/1907 | Big Cottonwood Cr. | Irrigation | 1 9 | | 96 | | Yes |
| Tract III | None | | | | | | | | | | |

## Oakley Canal Company Water Stock

| Tract | Certificate | Ownership | Shares | Legal |
|---|---|---|---|---|
| Tract I | | | none | 5-12S-21E |
| Tract II | 3687 | Cranney Ranches/GS Land Co | 498.48 | 19-12S 22E |
| Tract III | 3708 | Cranney Ranches/GS Land Co | 92 | 9-12S-22E |
| | | | 590.48 | |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights- Pickett Tracts

| | Water Right | Owner of Record | Status | Priority Date | Source | Use | Individual Diversion | Combined Diversion | Place of Use | Combined POU | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | acre | acre | |
| Baker | 45-10446 | Cranney Farms | Decreed | 2/15/1978 | Ground Water | Domestic | 0.04 | | | | Yes |
| | 45-7052 | Cranney Farms | Decreed | 6/5/1970 | Ground Water | Irrigation | 6.3 | 6.3 | 315 | 315.00 | Yes |
| SAC | 45-13551 | Cranney Brothers | Decreed | 6/30/1985 | Ground Water | Irrigation | 0.3 | [illegible] | 72 | [illegible] | Yes |
| | 45-2567 | Cranney Brothers | Decreed | 2/20/1958 | Ground Water | Irrigation | 1.63 | | 240 | | Yes |
| | 45-2668 | Cranney Brothers | Decreed | 10/6/1961 | Ground Water | Irrigation | 0.34 | | 311 | | Yes |
| Woodhouse | 45-14176 | Cranney Farms | Decreed | 4/29/1954 | Ground Water | Irrigation | 3.92 | 3.92 | 303.6 | 303.60 | Yes |
| Pickett Farm 4 | 45-13999 | Cranney Land Company, LLC | Decreed | 1/7/1975 | Ground Water | Irrigation | 1.72 | [illegible] | 86.2 | [illegible] | Yes |
| | 45-13007 | Cranney Land Company, LLC | Decreed | 2/26/1970 | Ground Water | Irrigation | 3.38 | | 168.8 | | Yes |
| Pickett Farm 32 | | | | | | | | | | | |
| Pickett Land | | | | | | | | | | | |
| | | | | | | | | 15.96 | | 1341.6 | |

## Oakley Canal Company Water Stock

| Tract | Certificate | Ownership | Shares | Legal |
|---|---|---|---|---|
| Pickett Farm 32 | 3763 | Cranney Land Company, LLC | 70 | 32-12S-22E |
| Pickett Farm 32 | * 3573 | Cranney Land Company, LLC | 48 | 32-12S-22E |
| | | | 118 | |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights - Wells Tract

| Place | Water Right | Owner of Record | Basis | Priority Date | Source | Use | Individual Diversion | Combined Diversion | Individual POU | Combined POU | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | *cfs* | | *acres* | *acres* | |
| Tract I | 45-660 | G5 Land Company LLC | Decreed | 04/01/1894 | Mill Creek | Irrigation | *1 11* | *1 11* | | *166* | Yes |
| | 45-688 | G5 Land Company LLC | Decreed | 12/31/1879 | Mill Creek | Irrigation/Stock | 2 21 | 2 21 | | | Yes |
| | 45-663 | G5 Land Company LLC | Decreed | 04/01/1894 | Mill Creek | Irrigation | 0 33 | 0 33 | | 74 | Yes |
| | 45-680 | G5 Land Company LLC | Decreed | 12/31/1879 | Mill Creek | Irrigation/Stock | 1 15 | 1 15 | | | Yes |
| | 45-2363 | G5 Land Company LLC | Decreed | 2/6/1951 | Ground | Irrigation | 1 | 1 | | 90 | |
| | 45-14377 | G5 Land Company LLC | Decreed | 5/1/1882 | Mill Creek | Irrigation | 0 32 | 0.32 | | | |
| | 45-14379 | G5 Land Company LLC | Decreed | 4/1/1960 | Mill Creek | Irrigation | 1 3 | 1 3 | | | |
| | 45-14381 | G5 Land Company LLC | Decreed | 12/31/1879 | Mill Creek | Irrigation/Stock | 0 11 | 0 11 | | | |
| | 45-11747 | G5 Land Company LLC | Decreed | 6/30/1963 | Ground | Stockwater | 0 12 | | | | |
| | | | | | | TOTAL | 6.54 | 7.53 | 0 | 330 | |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights - Hepworth

| Place | Water Right | Owner of Record | Basis | Priority Date | Source | Use | Individual Diversion | Combined Diversion | Place of Use | Combined POU |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | *cfs* | *acres* | *acres* |
| | 45-14245 | G5 Land Company LLC | Decreed | 6/30/1985 | Ground Water | Irrigation | 4 27 | | 550 | |
| | 45-14235 | G5 Land Company LLC | Decreed | 3/5/1955 | Ground Water | Irrigation | 1 96 | | 126 7 | |
| | 45-14237 | G5 Land Company LLC | Decreed | 6/20/1955 | Ground Water | Irrigation | 2 59 | | 213.5 | |
| | 45-14239 | G5 Land Company LLC | Decreed | 9/6/1957 | Ground Water | Irrigation | 2 27 | | 159 4 | |
| | 45-14241 | G5 Land Company LLC | Decreed | 10/5/1960 | Ground Water | Irrigation | 2 51 | | 493 7 | |
| | 45-14243 | G5 Land Company LLC | Decreed | 10/17/1962 | Ground Water | Irrigation | 5 35 | 14 68 | 343.6 | 1887 |
| | 45-10819 | G5 Land Company LLC | Decreed | 7/1/1987 | Ground Water | Domestic | 0 04 | | | |
| | | | | | | TOTAL | | 14.68 | | 1887 |

## Oakley Canal Company - East Tract

| Certificate | Shares | Ownership | SEC-T-R |
|---|---|---|---|
| 3885 | 1167.02 | G5 Land | 34-12S-22E |
| | 1167.02 | | |

SCANNED
DEC 01 2022
2022-003894

## Private Water Rights - Robinson

| Expansion | Water Right | Owner of Record | Basis | Priority Date | Source | Use | Individual Diversion | Combined Diversion *cfs* | Place of Use *acres* | Combined POU *acres* | Secured |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 45-597 | Cranney Land Co LLC | Decreed | 03/01/1881 | Mill Creek | Irrigation | 1.2 | 27.94 | 160 | 942 | No |
| | 45-622B | Cranney Land Co LLC | Decreed | 4/1/1960 | Mill Creek | Irrigation | 5.15 | | 793 | | No |
| | 45-674 | Cranney Land Co LLC | Decreed | 07/01/1882 | Mill Creek | Irrigation | 0.8 | | 160 | | No |
| | 45-14219 | Cranney Land Co LLC | Decreed | 05/01/1882 | Mill Creek | Irrigation | 1.37 | | 339 | | No |
| | 45-14221 | Cranney Land Co LLC | Decreed | 4/1/1960 | Mill Creek | Irrigation | 8.31 | | 731 | | No |
| | 45-14223 | Cranney Land Co LLC | Decreed | 12/31/1879 | Mill Creek | IrrigationStock | 1.03 | | 160 | | No |
| | 45-14378 | Cranney Land Co LLC | Decreed | 05/01/1882 | Mill Creek | Irrigation | 0.31 | | 749 | | No |
| | 45-14380 | Cranney Land Co LLC | Decreed | 4/1/1960 | Mill Creek | Irrigation | 1.24 | | 109 | | No |
| | 45-14382 | Cranney Land Co LLC | Decreed | 12/31/1879 | Mill Creek | IrrigationStock | 0.11 | | 34.1 | | No |
| | 45-14384 | Cranney Land Co LLC | Decreed | 05/15/1882 | Birch Creek | Irrigation | 0.42 | | 40 | | No |
| | 45-14386 | Cranney Land Co LLC | Decreed | 10/22/1956 | Well | Irrigation | 2.57 | | 128.5 | | No |
| Expansion | 45-14388 | Cranney Land Co LLC | Decreed | 6/30/1985 | Well | Irrigation | 1.69 | | 114.3 | | No |
| | 45-14390 | Cranney Land Co LLC | Decreed | 9/1/1957 | Well | Irrigation | 0.76 | | 38.2 | | No |
| | 45-14392 | Cranney Land Co LLC | Decreed | 9/1/1957 | Well | Irrigation | 4.67 | | 233.3 | | No |
| | | | | | | | | | | | No |
| | | | | | | | TOTAL | 27.94 | | 942 | |

| Flow Rate Analysis | CFS | GPM/CFS | GPM | GPM/POU | GPM/Crop Ac |
|---|---|---|---|---|---|
| | 27.94 | 448.83 | 12540.3102 | 13.31 | 13.31 |

## Oakley Canal Company

| Certificate | Shares | Ownership | SEC-T-R |
|---|---|---|---|
| 3797 | 65 | G5 Land | 27-13S-22E |
| 3799 | 195.3 | G5 Land | 27-13S-22E |
| | 260.3 | | |

SCANNED
DEC 01 2022
2022-003894

Hanging T / Holbrook

| Water Right | Owner of Record | Status | Priority Date | Source | Use | Individual Diversion | Combinded Diversion | Individual PDU | Combined PDU | AFA | Confirmed |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 17-2064 | G5 Land Company | License | 3/2/1967 | Ground Water | Irrigation | 0.61 | 0.61 | 76 | 76 | 260 | Yes |
| 17-4027 | G5 Land Company | Statutory Claim | 3/1/1930 | Ground Water | Stock | 0.06 | | | | | Yes |
| 17-7038 | G5 Land Company | License | 11/18/1974 | Ground Water | Irrigation | 2.5 | 2.5 | 155 | 155 | 542.5 | Yes |
| 17-7155 | G5 Land Company | License | 10/15/1975 | Ground Water | Irrigation | 2.75 | 2.75 | 255.6 | 255.6 | 894.6 | Yes |
| 17-7156 | G5 Land Company | License | 10/15/1975 | Ground Water | Irrigation | 0.59 | 0.59 | 55.4 | 126.8 | 193.9 | Yes |
| 17-7160 | G5 Land Company | License | 10/22/1976 | Ground Water | Irrigation | 0.16 | 0.16 | 19.7 | | 57.7 | Yes |
| 17-7158 | G5 Land Company | License | 5/1/1977 | Ground Water | Irrigation | 0.42 | 0.42 | 51.7 | | 151.4 | Yes |
| 17-7157 | G5 Land Company | License | 5/1/1977 | Ground Water | Irrigation | 4.05 | 4.05 | 504.3 | 504.3 | 1477.1 | Yes |
| 17-7159 | G5 Land Company | License | 10/22/1976 | Ground Water | Irrigation | 2.35 | 2.35 | 292.3 | 292.3 | 856.7 | Yes |
| [redacted] | | | | | TOTAL | | 13.43 | | 1410.00 | 4433.90 | |

## STATE GRAZING LEASE MORTGAGE RIDER

For and in consideration of the sum expressed in this mortgage and the mutual covenants and conditions herein contained, the mortgagor does by these presents grant, bargain, sell and convey to said mortgagee the grazing leases executed by the State of Idaho as lessor, and the lands described therein, said leases being described as follows:

G700128 for 71 AUMS
G700127 for 150 AUMS
G7415
G7150

The mortgagor does hereby further covenant and agree:

1. To be the lawful owner and holder of said leases; to have good right to sell and convey the same; that said leases are free from all liens or encumbrances and have not been pledged or assigned as security for any indebtedness other than that secured by this mortgage; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay all rents due or to become due under said leases or any renewals thereof in the manner provided therein, or by the laws of the state in which said lands are situated or the rules and regulations of properly constituted authorities.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases or the renewals thereof; to comply with the laws of the state in which said lands are situated and the rules and regulations of the properly constituted authorities applicable to said leases or renewals thereof.

4. To renew said leases from time to time as they may expire during the terms of this mortgage.

5. To execute to the mortgagee, at such times as the mortgagee may require, assignments of said leases or any renewals thereof in such forms as may be satisfactory to the mortgagee.

6. That said leases and any renewals thereof shall run with and attach to the land first hereinbefore described and owned in fee by the mortgagor, and upon any conveyance or transfer of said fee-owned land, the mortgagor, his heirs, executors, administrators, trustees, and assigns, shall assign to the grantee in such conveyance or transfer the mortgagor's or his successors' equity in said leases or the renewals thereof, subject to the lien of this mortgage and to the rights of the mortgagee as assignee or otherwise, as herein provided.

7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose any assignment of said leases and any renewals thereof, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. That in the event the mortgagor fails to pay when due any rent or rents payable under said leases or the renewals thereof the mortgagee may make such payment, and the amounts paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

9. That in the event the mortgagor, with consent of the mortgagee, substitutes any leases for the leases herein described, or the renewals thereof, such substituted leases and renewals thereof shall be subject to the provisions of this mortgage to the same extent as if said substituted leases or the renewals were described herein.

10. That in the event the mortgagor fails to keep and perform all and singular the covenants, conditions, and agreements contained in this mortgage, including this rider, or fails to comply with the terms of said leases or renewals thereof, or fails to comply with the laws of the state in which said lands are situated and the rules and regulations of the properly

SCANNED
DEC 01 2022
2022-003894

constituted authorities applicable to leases and the renewal thereof, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and the mortgagee, at its option, may proceed to foreclose either the mortgage or the assignments, or both.

11. That in the event the mortgagor shall purchase any portion of said lands, he will upon request include said lands within this mortgage or assign to the mortgagee the contract for purchase in case said lands are purchased under contract. On refusal of the mortgagor to include said lands within this mortgage or to assign said contract on demand of the mortgagee, this mortgage shall become due and payable at once without notice at the option of the mortgagee.

12. To pay any fees assessed by the state for renewals, extensions, or re-assignments of state lease assignments or collateral interest riders so long as the loan remains unpaid and to pay for the release of assignments or collateral interest riders when the loan is paid in full.

13. That this rider shall be a part of the mortgage to which it is attached, to the same extent as if it were set out therein.

**G5 LAND COMPANY, LLC**, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C.)
**CRANNEY RANCHES, LLC**, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.)
**CRANNEY LAND COMPANY, L.L.C.**, an Idaho limited liability company

Address for Notices:
1310 South 600 West
Oakley, ID 83346

By: CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager

By: CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager

By: _____
RYAN WAYNE CRANNEY
its President, Manager

By: _____
ARDEN LEE CRANNEY
its Secretary, Manager

By: _____
SCOTT TYLER CRANNEY
Its Treasurer, Manager

SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared RYAN WAYNE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the President, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared ARDEN LEE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Secretary, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, Janice Thompson, a Notary Public, personally appeared SCOTT TYLER CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Treasurer, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: Janice C. Thompson

My Commission Expires:
09-12-2024

SCANNED
DEC 01 2022
2022-003894

**FEDERAL RANGE MORTGAGE RIDER**

Real Estate Term Loan #1: 22111350
Real Estate Term Loan #3: 22111352
Real Estate Term Loan #4: 10410700
Real Estate Term Loan #5: 22106894
Real Estate Term Loan #6: 22109537
Real Estate Term Loan #7: 10148800
Real Estate Term Loan #8: 22105735
Real Estate Term Loan #9: 10410600
Real Estate Term Loan #10: 22114977
Real Estate Term Loan #11: 22115143
Real Estate Term Loan #13: 22116691
Real Estate Term Loan #14: 22120881
Real Estate Term Loan #15: 22123042
Real Estate Term Loan #16: 46736

The mortgagor does further covenant and agree with the mortgagee:

1. To be the lawful owner and holder of grazing leases and permits under the provisions of the Taylor Grazing Act [Title 43 U.S.C.A. Sections 315 to 315(p)], which are described as follows:

| BLM Allotment | Allotment Number | Permit Number | AUMs |
|---|---|---|---|
| Churchill Poulton | 04094 | 1102147 | 409 |
| Marchant-Goose Creek | 04116 | 1104247 | 272 |
| Alastra | 04112 | 1104247 | 195 |

2. To pay all rent or charges due under the terms of said leases and permits, or any renewal or extension thereof, or by the rules and regulations of the United States Department of Interior or the laws of the United States.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases and permits, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to said leases and permits.

4. To make application and do any and all things necessary to obtain extension or renewal of said leases and permits during the term of this mortgage.

5. To execute to the mortgagee, at such time as the mortgagee may require, an assignment or assignments of said leases and permits or any renewal or extension thereof, in such form as may be satisfactory to the mortgagee.

6. That in the event the mortgagor fails to pay when due any rent or charges payable under said leases and permits, or renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, mortgagee may make such payment and the amount paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

7. That in the event the mortgagor fails to perform all and singular the covenants, conditions and agreements contained in the mortgage including this rider, or upon receipt by the mortgagee of notice of the mortgagor's failure to comply with the terms of said leases and permits, the regulations of the United States Department of Interior or the laws of the United States applicable thereto, then the mortgagee may exercise any or all rights provided by the terms of the mortgage to which the rider is attached in case of any default on the part of the mortgagor.

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DEC 01 2022

8. That this rider shall be a part of the mortgage to which is attached, to the same extent as if it were set out in full therein.

**G5 LAND COMPANY, LLC**, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C.)
**CRANNEY RANCHES, LLC**, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.)
**CRANNEY LAND COMPANY, L.L.C.**, an Idaho limited liability company

By: CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager

By: CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager

Address for Notices:
1310 South 600 West
Oakley, ID 83346

By: _____
RYAN WAYNE CRANNEY
its President, Manager

By: _____
ARDEN LEE CRANNEY
its Secretary, Manager

By: _____
SCOTT TYLER CRANNEY
Its Treasurer, Manager

SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared RYAN WAYNE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the President, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared, ARDEN LEE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Secretary, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me Janice Thompson, a Notary Public, personally appeared SCOTT TYLER CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the Treasurer, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)

JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: Janice C. Thompson

My Commission Expires:
09-12-2024

SCANNED
DEC 01 2022
2022-003894

## FOREST PERMIT MORTGAGE RIDER

The Mortgagor does further covenant and agree with the Mortgagee:

1. To be lawfully entitled to certain grazing privileges in the United States National Forest and/or United States National Grassland described in the Escrow Waiver referred to herein, said privileges to be evidenced by United States Department of Agriculture grazing permit or permits described in the Escrow Waiver or Waivers of Term Grazing Permit Privileges (Form FS-2200-13) executed in connection with this mortgage, and filed with the Forest Supervisor of said National Forest or Grassland. All of the terms, conditions and provisions of said Waiver are hereby made a part of this instrument to the same effect as if fully set forth herein.

2. To execute any waiver of grazing privileges, as defined by the regulations of the Department of Agriculture, and any other documents or forms which the mortgagee may require in order to protect its interest in said grazing privileges.

3. To pay all fees and charges due or to become due under the terms of the above described permit or any renewals thereof in the manner provided in said permit or renewals, or by the laws of the United States, or by the rules and regulations of the United States Department of Agriculture.

4. To so manage and operate the property included in this mortgage and any other property upon which said grazing privileges are based, and to so conduct and maintain his livestock operations that said permit or any renewal thereof will not be subject to cancellation or modification because of reduced livestock carrying capacity of the mortgagor's property, or for any other reason.

5. To make application for renewal of said grazing permit and to do any and all other things that may be necessary to prevent any impairment of the grazing rights under said permit, or any renewals thereof, throughout the term of this mortgage.

6. That in the event the mortgagor fails to pay when due any fees or sums payable by the terms of said grazing permit, or any renewal thereof, or under the laws of the United States or regulations of the United States Department of Agriculture; or in the event the aforesaid grazing privileges become subject to cancellation or modification because of the failure of the mortgagor to maintain sufficient livestock, or the necessary improvements, or for any other reason, the mortgagee, at its option, may pay such fees or sums, or provide the necessary livestock or improvements, or whatever may be necessary to maintain said grazing privilege in a status satisfactory to the mortgagee, and the amounts paid or incurred in connection therewith shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

7. That in the event the mortgagor fails to perform all and singular the covenants, conditions, and agreements contained in this mortgage, including this rider, or upon receipt by the mortgagee of notice from the Forest Supervisor of the said National Forest or Grassland , or otherwise, of the mortgagor's failure to comply with the terms of said grazing permit or renewals thereof, the laws of the United States or the regulations of the United States Department of Agriculture applicable thereto, then the mortgagee may exercise any or all rights provided for by the terms of the mortgage to which this rider is attached in case of any default on the part of the mortgagor.

8. That this rider shall be a part of the mortgage to which it is attached, to the same extent as if it were set out in full therein.

SCANNED
DEC 01 2022
2022-003894

**G5 LAND COMPANY, LLC**, an Idaho limited liability company (a/k/a G5 Land Company, L.L.C.)
**CRANNEY RANCHES, LLC**, an Idaho limited liability company (a/k/a Cranney Ranches, L.L.C.)
**CRANNEY LAND COMPANY, L.L.C.**, an Idaho limited liability company

By: CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager

By: CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager

By: _____
RYAN WAYNE CRANNEY
its President, Manager

By: _____
ARDEN LEE CRANNEY
its Secretary, Manager

By: _____
SCOTT TYLER CRANNEY
its Treasurer, Manager

Address for Notices:
1310 South 600 West
Oakley, ID 83346

SCANNED
DEC 01 2022
2022-003894

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

On this 30th day of August, in the year of 2022, before me, JaNice Thompson, a Notary Public, personally appeared RYAN WAYNE CRANNEY, known or identified to me (or proved to me on the oath of _____), to be the President, Manager of CRANNEY CAPITAL HOLDING, L.L.C., an Idaho limited liability company, as Manager of CRANNEY REAL ESTATE MGT., L.L.C., an Idaho limited liability company, as Manager of G5 LAND COMPANY, L.L.C., an Idaho limited liability company, CRANNEY RANCHES, L.L.C., an Idaho limited liability company and CRANNEY LAND COMPANY, L.L.C., an Idaho limited liability company, the Idaho limited liability companies that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability companies and acknowledged to me that such Idaho limited liability companies executed the same.

(SEAL)
JANICE C THOMPSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60271
MY COMMISSION EXPIRES 9-12-2024

Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

STATE OF IDAHO )
) SS
COUNTY OF Cassia )

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Notary Public
Printed Name: JaNice C. Thompson

My Commission Expires:
09-12-2024

SCANNED
DEC 01 2022
2022-003894

TitleOne
a title & escrow co.

211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Ave W.
Suite 500
Twin Falls, ID 83301

RECEIVED
SEP 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED
SEP 19 2022
Department of Water Resources
Eastern Region

Date: September 12, 2022

Escrow No. 22461015

Greetings,

Enclosed please find the following:

- TitleOne Check No. 43814 in the amount of $25.00
- Original executed Notice of Change of Water Right Ownership for no. 29-11041
- Copy of Warranty Deed Instrument No. 148154, records of Oneida County
- TitleOne Check No. 43811 in the amount of $1,825.00
- Original executed Notice of Security Interest in a Water Right
- Copy of Mortgage Instrument No. 2022-003894, records of Cassia County

Please make the necessary changes to your records to reflect new ownership and send a receipted copy to TitleOne, 211 W. 13th St., Burley, ID 83318 Attn: Ashley Martinkus.

Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx

SCANNED
SEP 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

**Governor Brad Little** **Director Gary Spackman**

October 31, 2022

RABO AGRIFINANCE LLC
14767 NORTH OUTER 40 RD STE 400
CHESTERFIELD MO 63017-2003

RE: Notice of Security Interest for Water Right No(s): 29-11041, etc. *See attached list*

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Please note that Rabo AgriFinance LLC currently holds an existing security interest on the water right(s) referenced above.

> Security interest for water right no(s). 29-13949, 29-13950, 29-13951, 29-13952, 29-13984, 45-13985, 45-10213, 45-10214, 45-10215, 45-10257, 45-10258 and 45-12876 was filed in 2012 showing an expiration date of July 1, 2027; and associated with Term Loan No(s). 10410600 and 10410700.
>
> Security interest for water right no(s). 45-14235, 45-14237, 45-14239, 45-14241, 45-14243 and 45-14245 was filed in 2017 showing an expiration date of January 1, 2037; associated with Real Estate Term Loan No(s). 22111350, 22111351, 22111352, 10410700, 22106894, 22109537, 10148800, 22105735, and 1041600.

If this is no longer current, the Department can remove this security interest from the water right records with written authorization from Rabo AgriFinance LLC. Otherwise, no further action is necessary at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: G5 Land Company LLC
TitleOne, Burley, Idaho (File #22461015)

SCANNED
DEC 01 2022

| WR Number | | Process | Basis | Current Owner(s) | Other Owner(s) |
|---|---|---|---|---|---|
| 29 | 11041 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13949 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13950 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13951 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13952 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13984 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 29 | 13985 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10213 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10214 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10215 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10257 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10258 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 10819 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 12876 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2012); RABO AGRIFINANCE LLC (Security Interest filed 2022) |

SCANNED
DEC 01 2022

| WR Number | | Process | Basis | Current Owner(s) | Other Owner(s) |
|---|---|---|---|---|---|
| 45 | 14235 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 14237 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 14239 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 14241 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 14243 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |
| 45 | 14245 | Water Right | Decreed | G5 LAND COMPANY LLC | RABO AGRIFINANCE LLC (Security Interest filed 2017); RABO AGRIFINANCE LLC (Security Interest filed 2022) |

SCANNED
DEC 01 2022

TitleOne
a title & escrow co.

211 West 13th Street
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Fx. (866) 582-7546
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Idaho Department of Water Resources
650 Addison Ave W.
Suite 500
Twin Falls, ID 83301

RECEIVED
SEP 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: September 12, 2022

Escrow No. 22461015

Greetings,

Enclosed please find the following:

- TitleOne Check No. 43814 in the amount of $25.00
- Original executed Notice of Change of Water Right Ownership for no. 29-11041
- Copy of Warranty Deed Instrument No. 148154, records of Oneida County
- TitleOne Check No. 43811 in the amount of $1,825.00
- Original executed Notice of Security Interest in a Water Right
- Copy of Mortgage Instrument No. 2022-003894, records of Cassia County

Please make the necessary changes to your records to reflect new ownership and send a receipted copy to TitleOne, 211 W. 13th St., Burley, ID 83318 Attn: Ashley Martinkus.

Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx

SCANNED
DEC 01 2022